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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

November 4, 2014

Her Excellency, Governor Margaret Wood Hassan
  and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

Requested Action

Pursuant to RSA 263:1 License Required, authorize the Department of Safety, Division of Motor Vehicles, to enter into a **sole source** contract amendment with Marquis Consulting Services, Inc., (VC#167867-B001) Fort Wayne, Indiana, by extending the end date from January 15, 2015 to June 30, 2016, and increasing the amount by $1,142,940.00, thereby increasing the total contract price from $6,680,750.00 to $7,823,690.00, for the continued provision of necessary workstations, printers, computer hardware, software, and service to produce and issue driver licenses and identification cards. Effective upon Governor and Executive Council approval through June 30, 2016. Funding source: 100% Highway Funds.

Funds are available in the following account in the SFY2015 operating budget and contingent upon the availability and continued appropriations in SFY 2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing

103-502664 Contracts for Operational Services	**SFY2015**	**SFY2016**
	$494,760.00	$648,180.00

Explanation

This amendment is **sole source** as this vendor is currently providing the necessary workstations, printers, computer hardware, software, and service to produce and issue driver licenses and identification cards while VISION, the new driver licensing system, is being developed and implemented. In lieu of implementing a new driver licensing system during this phase of the VISION Driver Licensing and Financial Responsibility System project, the Division of Motor Vehicles has opted to complete an eighteen-month amendment with Marquis Consulting Services, Inc. (MCS). The VISION system, which is replacing the existing 35 year old legacy system, was approved by Governor and Council on December 5, 2012 as item #67 and is currently on schedule with a target completion date of Q4 of 2015. From March 21, 2014 through May 16, 2014, a Request for Information (RFI) was released seeking input from the industry regarding the most cost-effective method to interface the current license production system with the VISION project. Each responding vendor stated that it would be cost-prohibitive to require a new licensing system to go through two interface processes (i.e., one with the legacy system and one with VISION) and recommended a new licensing system be developed in conjunction with the development of the VISION system, thus requiring only one interface.

The original contract with MCS was approved by the Governor and Executive Council on January 30, 2008 as item # 178 and the subsequent amendment was approved on December 5, 2012 as item #67.

Card production is estimated to be 325,000 cards in FY 2015 and 240,000 in FY 2016. The reduction of cards manufactured in FY 2016 is due to the change over from a four-year license to a five-year license. Also, under this amendment, the cost per card will increase minimally from $2.417 to $2.657 per card, as this agreement requires a disaster recovery plan that the original contract did not include.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

TDD ACCESS: RELAY NH 1-800-735-2964

Steven J. Kelleher
Acting Commissioner

November 5, 2014

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with Marquis ID Systems, Inc. to extend the contract by eighteen (18) months as described below and referenced as DoIT No. 2008-024B.

The current contract provides the Division of Motor Vehicles with the necessary workstations, printers, computer hardware, software, and service to produce and issue driver's licenses and identification cards. The purpose of this contract amendment is to extend the current contract ending date to allow DMV to issue an RFP to procure and develop the replacement licensing system in parallel with the DMV VISION Project which is replacing DMV's major legacy systems. An RFP will be released in January 2015 for the replacement Licensing System. This contract amendment increases the contract value from $6,680,750 by $1,142,940 to $7,823,690. The contract extension period will be from January 15, 2015 through June 30, 2016 upon Governor and Executive Council approval.

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

Sincerely,

Steven J. Kelleher

SJK/dcp
DOS 2008-024B

cc: David Perry, DoIT Contracts Manager
       Bart Bronson, DOIT/DOS IT Lead

This Agreement (hereinafter referred to as the "Amendment") is dated this 24th day of October, 2014, and is by and between Marquis Consulting Services, Inc., (VC# 167867-B001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council, on January 30, 2008, Item #178, and amended by Amendment 1, approved by the Governor and Executive Council on December 5, 2012, Item #67, for the Vision Driver License Fulfillment System, Marquis ID Systems, Inc., now Marquis Consulting Services, Inc., (hereinafter referred to as MCS) agreed to provide driver licenses, non-driver identification cards, special identification cards and badges upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to the Statement of Work, Contract Document Section 13.16 Amendment, the Agreement may be modified or amended only by an instrument in writing, signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council;

WHEREAS, the DOS and Marquis Consulting Services, Inc., have agreed to amend the Agreement;

WHEREAS, the DOS and Marquis Consulting Services, Inc., agree to amend the Agreement for a period of up to 18 months from January 15, 2015 to June 30, 2016. DOS may elect, in its sole discretion to terminate this agreement at any time. DOS shall provide MCS at least 90 days prior written notice if it intends to exercise this termination clause.

WHEREAS, the DOS agrees to increase the Agreement price from $6,680,750.00 to not exceed $7,823,690.00;

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

1. Amend Section 1.6 of the General Provisions of the Agreement ending date from January 15, 2015, for a period of up to 18 months, pursuant to section 2.1 Contract Term, of the statement of work, Contract Document, to reflect a new completion date of June 30, 2016.

2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by $1,142,940.00 from $6,680,750.00 to not to exceed $7,823,690.00.

3. Amend Exhibit B Section 1 by adding the following:

    1.5 Amendment Disaster Recovery
    MCS shall provide a disaster recovery capability at their 2914 Independence Drive, Fort Wayne IN facility. In the event of a failure in the license printing, inserting or mailing equipment provided by MCS under this Agreement that occurs for greater than 7 business days, MCS shall transmit the data files from NH to their 2914 Independence Drive, Fort Wayne IN facility. Licenses of the same design as created in NH, shall be created, checked for quality and accuracy, prepared for mailing and mailed by MCS within 10 business days. DOS shall reimburse MCS for the actual cost of mailing through USPS first class mail. MCS shall include in the monthly invoice the actual cost of mailing.

    1.6 Amendment Pricing
    All prices, rates and conditions contained in Exhibit B Tables B-2, B-3, B-4 and B-5 shall remain in effect except that effective January 15, 2015 the cost per card produced shall be $2.657. Additionally, software modifications requested by DOS shall be charged at a rate of $150.00 per hour not to exceed a total of 80 hours.

1.7 Amendment Excess Supplies. When DOS stops production of cards under this agreement MCS shall provide an accounting of any excess, NH specific supplies that remain in MCS inventory. MCS shall deliver those supplies to DOS and DOS shall reimburse MCS for the actual cost of the supplies.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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

Marquis Consulting Services, Inc.

By: _____   Date: _10-24-14_

Title_____PRESIDENT_____

Corporate Signature Notarized:

STATE OF _Indiana_

COUNTY OF _Allen_

On this the _24th_ day of _Oct_, 2014_, before me, _Mark A. Steigmeier_, the undersigned Officer _President_,   personally appeared and acknowledged her/himself to be the _President_, of _Marquis Consulting Services_, a corporation, and that she/he, as such _President_ being authorized to do so, executed the foregoing   instrument for the purposes therein contained, by signing the name of the corporation by her/himself   as _President_
_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

STATE OF NEW HAMPSHIRE
Department of Safety

Date_10/24/14_ Initials _MPS_   Page 2 of 3

By: _____ Date: _11/14/14_

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

OFFICE OF THE ATTORNEY GENERAL

By: _____ On: _11/17_, _2014_
~~Assistant~~ Attorney ~~General~~

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On:_____, _____

Signed: _____ Title: _____

WRITTEN CONSENT TO RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
MARQUIS CONSULTING SERVICES, INC. D/B/A MARQUIS ID SYSTEMS

the undersigned, being all the members of the Board of Directors of Marquis Consulting Services, Inc. D/B/A MARQUIS ID SYSTEMS, an Indiana corporation (the "Company"), executes this written consent to be effective as of the _24/rd_ day of _October_, 2014 and hereby waives all notice and adopts, unanimously, the following resolutions by written consent and authorizes the actions described therein to be taken by the Company:

WHEREAS, the Board of Directors of the Company have determined that it is in the best interests of the Company for both the President and Vice-President of the company to individually have the authority to execute contracts and other legal documents on behalf of the Company:

NOW, THEREFORE, BE IT RESOLVED, that Mark Steigmeyer in his role as President of the Company, and Christopher Nichter in his role as Vice President of the Company, each has the individual authority to executive contracts and other legal documents to bind the Company.

RESOLVED, FURTHER, that 5.2 and 5.3 of the by-laws of the Company are hereby amended to conform to this Resolution and this Written Consent shall be filled in the corporate minute book of the Company.

EXECUTED and EFFECTIVE as of the date first written above.

"BOARD OF DIRECTORS"

_____   _____
Mark Steigmeyer   Christopher Nichter

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby

certify that Marquis Consulting Services Inc. a(n) Indiana corporation, is authorized to

transact business in New Hampshire and qualified on August 2, 2012. I further certify

that all fees and annual reports required by the Secretary of State's office have been

received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October, A.D. 2014

William M. Gardner
Secretary of State

ACORD™   CERTIFICATE OF LIABILITY INSURANCE

	DATE (MM/DD/YYYY)
	9/10/2014

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

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

PRODUCER	CONTACT NAME: Mindy Jagger	
Old National Insurance P.O. Box 1705 Fort Wayne, IN 46801-1705 260 625-7500	PHONE (A/C, No, Ext): 260-625-7219	FAX (A/C, No): 260-625-7525
	E-MAIL ADDRESS: mindy.jagger@oldnationalins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford	
INSURED Marquis Consulting Services, Inc. 2914 Independence Drive Fort Wayne, IN 46808	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			36SBAZB4187	12/24/2013	12/24/2014	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			36UECNM6706	12/24/2013	12/24/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			36SBAZB4187	12/24/2013	12/24/2014	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	36WECKE7362	12/24/2013	12/24/2014	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

Certificate holder is named as Additional Insured

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Dept. of Safety 23 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Harold E. Everitt*

ACORD 25 (2010/05)   1 of 1   The ACORD name and logo are registered marks of ACORD

#S916919/M791846   FMJAG

MV-DL-05-2012-02

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

JOHN J. BARTHELMES
COMMISSIONER

&C# 67

October 8, 2012   12-05-2012

RQ# 129270

His Excellency, John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 263:1 License Required, authorize the Department of Safety, Division of Motor Vehicles to exercise its option to amend the contract approved by the Governor and Executive Council on January 30, 2008, as item # 178, with Marquis Consulting Services, Inc., D/B/A Marquis ID Systems, Inc., (VC# 167867-B001) Fort Wayne, Indiana, as provided for in section 13.16 Amendment and section 2.1 Contract Term, by amending the contract ending date from January 15, 2013, to January 15, 2015, increasing the total contract price by $1,846,750.00 from $4,834,000.00 to $6,680,750.00, including the funds to add two additional Marquis Consulting Services, Inc., workstations at a one time cost of $34,000.00. The amendment shall be effective upon Governor and Executive Council approval. Funding source: 100% Highway Funds.

Funds are available in the following account in SFY2013. SFY2014 and SFY2015 will be contingent upon the availability of funds in future operating budgets.

02-23-23-233015-23110000	Dept. of Safety	Division of Motor Vehicles	Driver Licensing	
103-502664 Contracts for Operational Services		**SFY2013**	**SFY2014**	**SFY2015**
		$449,421.00	$906,375.00	$490,954.00

Explanation

The contract with Marquis Consulting Services, Inc., D/B/A Marquis ID Systems, Inc., in the amount of $4,834,000.00, provides the Division of Motor Vehicles with the necessary workstations, printers, computer hardware, software, and service to produce and issue driver licenses and identification cards.

This amendment is being requested to extend the contract pursuant to section 13.16 Amendment and section 2.1 Contract Term for up to two additional years and to add two additional workstations during SFY2013 at a one time cost not to exceed $34,000.00. The contract amendment will continue to provide the Division of Motor Vehicles with the necessary workstations, printers, computer hardware, software, and service to produce and issue driver licenses and identification cards through January 15, 2015, estimated at 375,000 cards per year. The two additional workstations will improve and enhance customer service at two of the larger Division of Motor Vehicles satellite offices through additional workstations for the customers to apply for and be issued a driver license or identification card. The cost per card shall remain unchanged at $2.417 per card. All terms and conditions of the contract approved by the Governor and Executive Council on January 30, 2008, as item # 178, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

TDD ACCESS: RELAY NH 1-800-735-2964

Peter C. Hastings
Acting Commissioner

November 5, 2012

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

 This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with Marquis ID Systems, Inc. to extend the contract by two years and to provide two additional driver license production work stations, as described below and referenced as DoIT No. 2008-024A.

 The purpose of this contract amendment is to extend the contract ending date from January 15, 2013 through January 15, 2015 and to purchase two additional driver license production work stations. This contract amendment increases the contract value from $4,834,000 by $1,846,750 to $6,680,750. All contract costs are paid for by a $2.427 fee for each license produced or a slightly smaller cost for other products, such as ID cards. The cost increase is based on an estimated number of licenses the State will issue in the two year contract extension period. All fees are held constant at the SFY 2013 level. It was decided to purchase the two work stations at a price of $17,000 each in order to hold the per license fees at current levels.

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

Sincerely,

Peter C. Hastings

PCH/dcp
DOS 2008-024A

cc: David Perry, DoIT Contracts Manager
       Albert Sheldon, DOIT/DOS IT Lead

Amendment 1
Vision Driver License Fulfillment System
Contract 2008-024

This Agreement (hereinafter referred to as the "Amendment") is dated this _29_ day of _October_, 2012, and is by and between Marquis Consulting Services, Inc., (VC# 133462), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council, on January 30, 2008, Item #178, for the Vision Driver License Fulfillment System, Marquis ID Systems, Inc., now Marquis Consulting Services, Inc., agreed to provide driver licenses, non-driver identification cards, special identification cards and badges upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to the Statement of Work, Contract Document Section 13.16 Amendment, the Agreement may be modified or amended only by an instrument in writing, signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council;

WHEREAS, the DOS and Marquis Consulting Services, Inc., have agreed to amend the Agreement;

WHEREAS, the DOS and Marquis Consulting Services, Inc., agree to amend the Agreement ending date from January 15, 2013, to January 15, 2015, pursuant to section 2.1. Contract Term, of the Statement of Work, Contract Document, to extend for up to two (2) additional years;

WHEREAS, the DOS agrees to increase the Agreement price from $4,834,000.00 to not exceed $6,680,750.00, including the one time payment of $34,000.00 for the two (2) additional workstations;

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

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of January 15, 2015.

2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by $1,846,750.00 from $4,834,000.00 to not to exceed $6,680,750.00, including the one time payment of $34,000.00 for the two (2) additional workstations.

3. Amend Exhibit B Section 1 by adding the following:

    1.3 Amendment 1 Purchase of Additional Workstations
    Two additional workstations will be purchase and owned by the State at a price of $17,000 per Station for a total cost of $34,000. The Stations shall be configured to meet or exceed the requirements for the original 44 workstations as reflected in Contract Exhibit H. These additional workstations shall be installed, configured warranted and maintained according to the original contract requirements for the original 44 Workstations at no additional cost to the State.

    1.4 Amendment 1 Pricing
    All prices, rates and conditions contained in Exhibit B Tables B-2, B-3, B-4 and B-5 shall be held constant for SFY 14 and SFY 15 at the price, rate or condition reflected in those tables for SFY 13.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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

Marquis Consulting Services, Inc.

By: _____   Date: _10 -29-12_

Title _____

Corporate Signature Notarized:

STATE OF _Indiana_

COUNTY OF _Allen_

On this the _24th_ day of _October_, 2012_, before me, _Mark Stergmeyer_, the undersigned Officer _President_, personally appeared and acknowledged her/himself to be the _President_, of _Marquis ID Systems_, a corporation, and that she/he, as such _President_ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as _Mark Stergmeyer, President_.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public/Justice of the Peace

My Commission Expires: _February 22, 2020_

(SEAL)

Emily Brock
Notary Public
Seal
Allen County, State of Indiana
Commission No. 633227
My Commission Expires February 22, 2020

STATE OF NEW HAMPSHIRE
Department of Safety

By: _____   Date: _11-8-12_

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

Date _10/25/12_ Initials _AAS_   Page 2 of 3

OFFICE OF THE ATTORNEY GENERAL
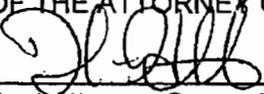
By: _____ On: Nov. 19, 2012
Assistant Attorney General
David M. Hilts

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On:_____, _____

Signed: _____ Title: _____

State of New Hampshire

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

G+C 01·16·08
#178
Tabled
G+C 0t·30·08
#178 Passed
Table z. Hollingworth
possible conflict of duties

JOHN J. BARTHELMES
COMMISSIONER

December 28, 2007

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to enter into a contract with Marquis ID Systems, Inc. (VC#133462), Fort Wayne, Indiana, for a not to exceed price of $4,834,000.00, to provide driver licenses, non-driver identification cards, special identification cards and badges for a period of five years, with the option to renew for an additional two one-year extensions. Effective upon Governor and Council approval through January 15, 2013. Funding source: 100% Highway Funds.

Funds are available in the account titled Driver Licensing for SFY08 and SFY09 and funding is expected to be available in SFY2010, SFY2011, SFY2012 and SFY2013 based on continued appropriation of funds in the future operating budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Activity Code: 2330
Account No: 010-023-2311-090 On-Line Imaging

SFY2008	SFY2009	SFY2010	SFY2011	SFY2012	SFY2013
$285,000	$800,000	$1,003,100	$1,043,200	$1,084,900	$617,800

Explanation

Request for Proposal (RFP) #2008-024 was issued on July 9, 2007, with proposals submitted on August 20, 2007. Three bids were received and extensively reviewed by the Division of Motor Vehicles, the Office of Information Technology and the Bureau of Purchase and Property. Marquis ID Systems met all of the RFP requirements and they provided the lowest cost bid (see RFP Response Evaluation attached).

Currently, the Division of Motor Vehicles is paying $1.497 per card produced which is the same rate that has been paid since 1999, however, the current system is more than nine years old, contains obsolete hardware technology (very slow and cumbersome), it cannot be upgraded without new software, and it does not incorporate many of the standard security features necessary to minimize the creation and use of fraudulent licenses. In addition, current licensing software cannot be adapted to create the requirement of a vertical license for drivers under 21 years of age, mandated by state law, without incurring significant expense.

The RFP was issued to include the existing card features as well as the additional security upgrades, vertical license upgrade and other features that were deemed to be critical requirements of this service provided. This agreement with Marquis ID Systems, which provided the lowest cost bid, includes a base cost increase of 12% from the current card cost as well as an additional cost increase of 49% to provide the additional security and enhancement features. This system provides the State with a technologically advanced system which is much more user-friendly and requires less processing time. This system has the ability to produce driver licenses and non-driver identification cards as well as special identification cards and employee badges which are at a reduced price per card.

This agreement provides for hardware, software, production supplies, training, maintenance and support for the capture of applicant images and signatures, and the production of driver licenses, non-driver identification cards and employee identification badges at the seventeen driver licensing offices located throughout the State. The Department of Safety, Division of Motor Vehicles is responsible for all state drivers licensing. The functions performed under this agreement are a critical component in the process of issuing driver licenses and this contract will significantly improve this service provided by the Division of Motor Vehicles. Additionally, this contract balances the driver licensing requirements with the available funding for FY08/09 and the expected available funding in future operating budgets.

Respectfully submitted,
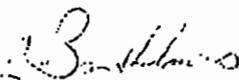
John J. Barthelmes
Commissioner of Safety

G&C: Marquis ID Systems. Inc.   12.19.2007

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843   1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

December 19, 2007

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03301

    This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract for the benefit of the Division of Motor Vehicles (DMV) with Marquis ID Systems, Inc. as described below and referenced as OIT No. 2008-024. This project is a result of RFP# 2008-024.

    This is a request to enter into a contract for a DMV VISION Driver License Fulfillment System in support of the DMV VISION Project. The VISION Driver License Fulfillment System will to provide the hardware, software and services to provide driver licenses (DL), non-driver identification (ID) cards, and special identification (Special ID) cards to the Division of Motor Vehicles. The contract will become effective upon Governor and Council approval and extend through January 15, 2013, with two (2) optional one-year extension periods. The amount of the contract is not to exceed $4,834,000.

    This project is set forth in the Department of Safety Strategic Information Technology Plan 2005 – 2009, dated October 2005, Appendix VII, SITP Project Number 82: *Driver License and Non-Driver ID Biometrics.*.

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

Sincerely,

Richard C. Bailey, Jr.

RB/dcp
cc: Peter Hastings
   Leslie Mason

Evaluation Team RFP 2008-024 Vision Driver License Fulfillment

Name	Position	Agency
Virginia C. Beecher	Director	Division of Motor Vehicles
Sheri Kelloway	DMV Attorney	Division of Motor Vehicles
Larry Brigden	Administrator	Division of Motor Vehicles
William Haynes	Sergeant, HP&E	Division of Motor Vehicles
Robert Stowell	Administrator	Bureau of Purchase & Property
Peter Hastings	Information Technology Manager	Office of Information Technology

Present but not part of the Evaluation Team

Arthur Garlow	Administrator	Division of Motor Vehicles
Dave Perry	Information Technology Manager	Office of Information Technology
Brian Lumbert	Information Technology Manager	Office of Information Technology

RFP 2008-024 Vision DL Fulfillment

Company	Company Address	Proposed Software Solution 15 Points Max	Proposed Hardware Solution 15 Points Max	Vendor Technical, Service & Proj Mgmt 10 Points Max	Vendor Qualifications 10 Points Max	Vendor Product 20 Points Max	Vendor Schedule 5 Points Max	Total Cost 25 Pts Max	TOTAL 100 Pts Max
Viisage	296 Concord Rd, Billerica, MA 01821	13.0	14.0	10.0	9.5	20.0	5.0	17.8	89.3
Marquis ID Systems	1000-B Airport N Office Park, Ft. Wayne, IN 46825	14.0	15.0	8.0	9.2	19.0	5.0	25.0	95.2
Digimarc	63 Third Avenue, Burlington, MA 01803	9.0	8.0	5.0	3.5	18.0	5.0	18.8	67.3

VISION - RFP Response Evaluation

	Digimarc	Viisage	Marquis
Costs per Card			
Cost to Produce at DMV Print Farm	2.640	3.290	1.680
Refresh: at 36 months	0.330	0.000	0.000

Options:

	Digimarc	Viisage	Marquis
Unlimited Software Modifications - not outside scope of original contract	Provided on an hourly charge basis	Provided on an hourly charge basis	0.240
Black & White Laser printer, instead of Color - for Temp. licenses	(0.050)	Offered in Color, w/ no reduction for B&W	Offered in B&W
Temp. ID w/ Security feature			0.100
Temp. ID on polyester card stock			0.160
Fingerprint login & Supv. Override	Comparable features are included	Comparable features are included	0.080
Scanner Upgrade: Panasonic Multi-Page Scanner			0.080

Card Security Features:

	Digimarc	Viisage	Marquis
Serial Number on card			0.010
Permanent DL/ID w/ Security feature	Comparable security features are included	Comparable security features are included	0.100
Transparent window on card			0.030

	Digimarc	Viisage	Marquis
Comparable License Cost per Card	2.920	3.290	2.480
Estimated number of licenses during 5-year contract	2,000,000	2,000,000	2,000,000
Comparable 5-year Contract Cost	$5,840,000	$6,580,000	$4,960,000
Cost of One-time Integration w/ new mainframe system - 1st Year - Note: any integration cost in future years is at a higher cost than the 1st year.	$307,000	$76,814	$0
Total Cost of 5-year contract, including cost of integration in the 1st year	$6,147,000	$6,656,814	$4,960,000
Cost to produce Special ID Cards & Badges -	$2.92	$3.29	$1.68

(these are included in the 2,000,000 production estimate over the 5-year term of the contract)

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CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord NH 03305	
1.3 Contractor's Name Marquis ID Systems, Inc.		1.4 Contractor's Address 1000-B Airport N Office Park Ft. Wayne, IN 46825	
1.5 Account No. 010-023-2311-090	1.6 Completion Date 01-15-2013	1.7 Audit Date N/A	1.8 Price Limitation $4,834,000
1.9 Contracting Officer for State Agency John J. Barthelmes, Commissioner of Safety		1.10 State Agency Telephone Number 271-2484	
1.11 Contractor's Signature		1.12 Name & Title of Contractor Signor Mark A. Steigmeyer - President	
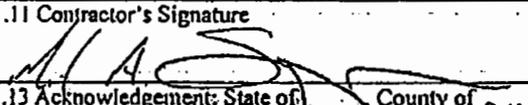
1.13 Acknowledgement: State of Indiana, County of Allen

On 12/18/07 , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[seal]
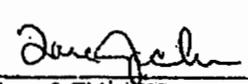
1.13.2 Name & Title of Notary or Justice of the Peace

Tara Jackson , Notary

1.14 State Agency Signature(s)	1.15 Name/Title of State Agency Signor(s) John J. Barthelmes - Commissioner Department of Safety
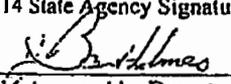
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)

By: _____ Director, On:

1.17 Approval by Attorney General (Form, Substance and Execution)
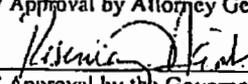
By: _____ Assistant Attorney General, On: 12 31 - 07

1.18 Approval by the Governor & Council

By _____ On:

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TERMS AND DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Letter	A Letter providing notice from the State that a deliverable has satisfied acceptance tests or review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by Marquis and agreed to by the State that describes at a minimum, the specific acceptance process, criteria, and schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the Application Software or the System.
Acceptance Testing	The period of time included in the testing stage of an implementation in which the subsystem/modification/function/interface must operate according to specification for a determined period of time before acceptance.
Agency	Refer to RSA 21-I:11.
AAMVA	American Association of Motor Vehicle Administrators
Best and Final Offer	For negotiated procurements, a Marquis' final offer following the

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(BAFO)	conclusion of discussions. www.sba.gov/gcbd/glossary.htm In negotiations, one or other of the parties declares that this is as far as they can go and it is up to the other to accept, or reject and 'walk away'. www.projectauditors.com/Dictionary/B.html
BLOB	Binary Large Object: A collection of binary data stored as a single entity in a database management system.
Cash Terminal Operator (CTO)	A DMV employee who is authorized to operate Marquis' Workstation. A Cash Terminal Operator may also be a Counter Clerk.
CCP	Change Control Procedures
CDLIS	Commercial Driver License Information System. A mandated national pointer system indicating the ownership of commercial driver records.
CR	Change Request
COTS	Commercial Off-The-Shelf refers to merchandise that is ready-made and available for sale.
CM	Configuration Management
Certification	Marquis' written declaration with full supporting and written documentation (including without limitation test results as applicable) that Marquis has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure.
Contract	Contract means a binding legal agreement between the State of New Hampshire and Marquis. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, 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 Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and Marquis 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 State in all Contract administration activities.
Marquis	Marquis ID Systems, Inc., Company that will perform the duties

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	and specifications of the Contract.
Marquis Technical Representative (MTR)	The State's designated individual who shall function as the state's representative with regard to review of Marquis' performance, coordination between agency implementations, and development of amendments to the contract.
DASD	Direct access storage device.
Data	State's records, files, forms, data and other documents or information that will be converted by Marquis for processing.
DEERS	Defense Enrollment Eligibility Reporting System.
Deficiencies	A failure, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
	Class A Deficiency — Software or Hardware - 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.
	Class B Deficiency — Software or Hardware - 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.
	Class C Deficiency — Software or other - 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.
Deliverables	Any Written, Software, or Non-Software (letter, report, manual, book, other), provided by Marquis to the State or under the terms of a contract requirement.
Department	Agency of the State
DL	Driver License
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Documents	Used when referring to all driver licenses, non-driver identification cards, reprints, and special identification cards issued by DMV.
DMV	New Hampshire Division of Motor Vehicles
DOD	Department of Defense
DOS	New Hampshire Department of Safety
Effective Date	The date on which an agreement, such as a contract, takes effect. The Marquis Vision Driver License Fulfillment contract will

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	become effective upon approval at Governor and Executive Council.
Extended Term	Period of the Contract from the end of the initial Contract date through the end date of the new period set by the Contract amendment.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation produced by Change Orders
EOM	End of Month
EVVE	Electronic Verification of Vital Events
Examiner or Licensing Examiner	A DMV employee who is authorized by DMV to operate Marquis' Workstation. A Licensing Examiner may also be a CTO.
FileNet	Statewide Contractor for Electronic Content Management
Firm Fixed Price Contract	A price that is not subject to increase, i.e., adjustment on the basis of Marquis' cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to; meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical User Interface
Hardware	All physical components of the procurement provided by Marquis under the contract ie.(Workstation, printer, camera, scanner, signature pad etc.)
ID	Identification Card
IE	Internet Explorer software by Microsoft
Image File	The stored file containing the applicant's image, signature image and DL/ID number.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Installation Date	The date that Marquis completes installation and certifies such completion in writing to the State.
Key Project Staff	Personnel identified by the State and by Marquis as essential to work on the Project.
Licensee	The State of New Hampshire.

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Licensing Examiner	A DMV employee who is authorized by DMV to administer driving exams.
Mainframe Replacement Environment	The State anticipates replacing the mainframe environment with servers using UNIX operating systems and Oracle database(s).
NCIC	National Crime Investigative Center
NDR	National Driver Register
NH SUN	Statewide Intranet System
Non-Exclusive Contract	A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service.
Non-Software	Other than Software, e.g., Marquis supplied hardware, meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 4:30 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Not To Exceed Contract	A contract in which the maximum expenditure of funds is fixed and may only be increased by contract amendment.
Notice to Proceed (NTP)	The State Contract Manager's direction to Marquis to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Operational	System is operating fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
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.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
PDPS	Problem Driver Pointer System
Production Cut Over Date	The date that the State has successfully completed User Acceptance Testing and sign-off, the software has been placed into production, and the Warranty Period commences.
Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by Marquis to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and

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	Marquis' 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).
Proposal	The submission from Marquis in response to the RFP.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Refresh Technology	Replace all hardware and software in accordance with Appendix C.
Reprint	A document with incorrect information which has to be processed again.
Review	The process of Reviewing Deliverables for acceptance.
Review Period	The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then five (5) business days will apply.
RFP (Request for Proposal)	Solicits proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Requirement	A documented need or specification the Vision Driver License Fulfillment System is contractually obligated to fulfill.
Rollout	Replacing the existing system with the new system (hardware, software, documentation etc.) under the new contract.
Rollout Period	The timeframe from delivery of the first Workstation through completion of delivery of the entire System.
SAVE	System for Alien Verification for Entitlements
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between Marquis and the State specifying the level of service that is expected and provided by Marquis during the term of the Contract.
Services	The work or labor to be performed by Marquis on the Project as described in the Contract.
Software	All custom software and COTS software provided by Marquis under the contract
Software Deliverables	COTS Software
Software License	Licenses provided to the State under this Contract.
Solution	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 Marquis in response to this RFP.
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,

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	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.
Special ID	Identification cards produced for State, county, and private organizations by DMV which are not official State driver licenses or non-driver identification cards.
SSOLV	Social Security online verification
State	State of New Hampshire
Statement of Work (SOW)	The basic requirements and objectives of a project, including a high level view of the architecture, performance and design requirements, and the roles and responsibilities of the State and Marquis.
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.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year	July 1st through June 30th.
State's Project Manager (PM)	State's representative with regard to project management and technical matters. Agency Project Managers are responsible for review and acceptance of specific contract deliverables, invoice sign off, and review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of or owned by Marquis, which is performing Services under this Contract.
Substation	A satellite location within the State of New Hampshire where motor vehicle services are provided.
Support Document	A document required for proof of identification such as birth certificate, passport, proof of residency etc.
Support Document File	The stored file containing the Support Documents
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Acceptance	The point in time that the State Certifies all Workstations are operating according to the requirements in Appendix C and that the system is able to issue all documents in a timely manner.
System Administrator	Marquis Staff responsible for application software updates throughout the System.
System Rollout	The period from the time the first workstation begins processing licenses for the public through the System Acceptance.
TBD	To Be Determined.
Technical Authorization	Direction to Marquis, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with

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	SOW within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents or specifications of the SOW.
Temporary Document	A Driver License or Non-Driver ID printed at the counter and issued to the customer for his or her use until the final Document is received from the State.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the project. They create/develop test cases to confirm the system was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Vendor	Any individual, firm, or corporation that submits a Proposal to supply data processing software and services capable of satisfying State specified requirements.
VISION	Vehicle Information System In an Online Network
Warranty Period	That period following the Acceptance Date during which Marquis is responsible for providing a guarantee for products and services delivered as defined to the State, at no charge, subject to any extensions for defect correction.
Warranty Services	The services to be provided during the Warranty Period.
Warranty Releases	Software code that is provided to the State as a remedy for defects documented during the Warranty Period.
WAN	Wide Area Network
Work Day	Each day in a year that the Concord DMV or a Substation is open to the public.
Working Hour	An hour in which the Concord DMV or a Substation is open to the public. DMV Normal Business Hours are 8:00 AM – 4:30 PM Monday through Friday
Workstation	Digital imaging system supplied by Marquis that will capture an applicant's image and signature, merge the images with the applicant's demographic data, and produce a driver license, non-driver identification card, or Special ID. The Workstation will upload images to the Central Image Server and retrieve images from the Central Image System.
Workstation Operator	A DMV Employee who is authorized by DMV to operate Marquis' workstation.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Non-software letter, report, manual, book or other provided by Marquis in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting through the Department of Safety ("State"), and Marquis ID Systems, Inc., an Indiana Corporation, ("Marquis"), having its principal place of business at 1000-B Airport N Office Park, Ft. Wayne, IN 46825. Marquis will provide the hardware, software and services to provide driver licenses (DL), non-driver identification (ID) cards, and special identification (Special ID) cards to the Division of Motor Vehicles (DMV)

RECITALS

The State desires to have Marquis provide a Commercial-off-the-shelf software system, and associated Services for the Department of Safety, Division of Motor Vehicles;

Marquis wishes to provide a Commercial-off-the-shelf software system and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

a.	The Statement of Work	
b.	Exhibit A	Contract Deliverables
c.	Exhibit B	Price and Payment Schedule
d.	Exhibit C	Special Provisions
e.	Exhibit D	Administrative Services
f.	Exhibit E	Implementation Services
g.	Exhibit F	Testing Services
h.	Exhibit G	System Maintenance Support
i.	Exhibit H	Requirements- Marquis Responses
j.	Exhibit I	Work Plan
k.	Exhibit J	Licenses
l.	Exhibit K	Warranties and Warranty Services
m.	Exhibit L	Training Services
n.	Exhibit M	Agency RFP with Addenda, incorporated
o.	Exhibit N	Marquis Proposal, by reference
p.	Exhibit O	Certificate of Vote
q.	Exhibit P	Certificate of Authority
r.	Exhibit Q	Certificate of Insurance
s.	Exhibit R	Proposal Transmittal Form Letter
t.	Exhibit S	Required Work Procedures

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1.2 Order of Precedence

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

a. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6; then
b. State of New Hampshire, Department of Safety Contract 2008-024; then
c. RFP 2008-024 Vision Driver License Fulfillment, dated July 9, 2007, with Addendums one through three incorporated; then
d. Marquis Proposal to RFP 2007-024, dated August 20, 2007; then
e. The IT Project Required Work Procedures, Appendix G, Section G-1 of the RFP.

1.3 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or deliverables procured under this Contract. Marquis shall not be responsible for any delay, act, or omission of such other contractor, except that Marquis shall be responsible for any delay, act, or omission of the other contractor if such delay, act, or omission is caused by or due to the fault of Marquis.

1.4 Not to Exceed Contract

This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed $4,834,000.

2. CONTRACT TERM

2.1 Term

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Contract shall begin on the Effective Date and extend for five years from that date. The Term may be extended for two (2) additional periods of one year each, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

Marquis shall commence work upon issuance of a Notice to Proceed by the State. If Marquis commences work prior to the Effective Date and a Notice to Proceed, such

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work shall be performed at the sole risk of Marquis and the State shall be under no obligation to pay Marquis for any costs incurred or Services performed.

Time is of the essence in the performance of Marquis' obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule.*

4. CONTRACT MANAGEMENT

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

4.1 Marquis' Contract Manager

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

Mark A. Steigmeyer
President
1000-B Airport N Office Pk
TEL: 260-497-6437
FAX: 260-818-2027
EMAIL: marks@marquis-id.com

4.2 Marquis' Project Manager

4.2.1 Project Manager

Marquis shall assign a project manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Marquis' Selection of Marquis 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 Marquis Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Marquis' Project Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

4.2.2 Marquis Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Marquis' representative for all

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administrative and management matters. Marquis' Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Marquis' 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. Marquis' Project Manager must work diligently and use his/ her best efforts on the Project. Marquis' Project Manager must be qualified to perform the obligations required of the position under the Contract:

4.2.3   During development, rollout and implementation Marquis shall not change its assignment of Marquis Project Manager unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require the prior written approval of the State. State approvals for replacement of Marquis' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall

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4.3.1 Marquis shall assign Key Project Staff who meet the requirements of the Contract, and can implement the COTS software solution meeting the requirements set forth in RFP 2008-024 Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Marquis Response Checklist*. The State may conduct reference and background checks on Marquis Key Project Staff. The State reserves the right to require removal or reassignment of Marquis Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks.*

4.3.2 During development, rollout and implementation Marquis shall not change key Marquis Staff unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to Marquis Project Staff shall require the prior written approval of the State. State approvals for replacement of Marquis Key Project Staff will not be unreasonably withheld. The replacement Marquis Key Project Staff shall have comparable or greater skills than the Marquis 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 above in SOW Section 4.2.1 and in SOW Section 4.10: *Background Checks,*

4.3.3 Notwithstanding any other provision of the Contract, the State shall have the option at its discretion, to terminate the Contract, declare Marquis in default and pursue its remedies at law and in equity, if Marquis fails to assign Key Project Staff meeting the requirements and terms of the Contract or to replace Key Project Staff as necessary.

    4.3.3.1 Marquis Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members of Marquis Team are:

Key Member(s)	Title
Mark Steigmeyer	Senior Project Manager
Chris Nichter	Project Manager/Senior Software Engineer
Kevin Perrine	Implementation and Training Manager

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Exhibit F
Testing Services

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

1. TESTING AND ACCEPTANCE

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

All Testing and Acceptance addressed herein (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, support of the State during User Acceptance Test and Implementation. In addition, Marquis 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. Marquis shall correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

Marquis shall provide the State with a Test Plan that will include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Marquis' Project Manager's Certification, in writing, that Marquis' own staff has successfully executed all prerequisite Marquis 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.

1.2 Unit Testing

In Unit Testing, Marquis shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

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The Marquis developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Marquis Team Responsibilities	For application modules, conversions and interfaces Marquis team will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by Marquis team(s) to confirm that the Driver License Fulfillment System Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Marquis Team Responsibilities	• Take the lead in developing the Systems Integration Test specifications. • Work jointly with the State to develop and load the data profiles to support the test specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with Marquis to develop the Systems Integration Test specifications. • Work jointly with Marquis to develop and load the data profiles to support the test specifications.

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- Work jointly with Marquis to validate components of the test scripts.

Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Application. As the Application is interfaced to legacy or third-party applications, and interfaces, test the flow of the converted data through these interface points.
Marquis Team Responsibilities	For conversions and interfaces, Marquis team will execute the applicable validation tests and compare execution results with the documented expected results. Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 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)

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

The State shall be presented with all testing results, as well as written Certification that Marquis has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Marquis that the system is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and in the requirements defined in Marquis' proposal response. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify implementation readiness. UAT is performed in a

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copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.
Marquis 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 Marquis 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 Regression Testing

Marquis shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. Marquis shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State 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.

When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by Marquis based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program;

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and second, to validate that there are no unintended changes to the other portions of the program.

Marquis shall:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

Marquis shall execute the Regression Test, provide actual testing results, and Certify its completion in writing to the State prior to passing the modified software application to the users for retesting.

In designing and conducting such regression testing, Marquis shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the regression tests.

1.8   Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranties and Warranty Services*.

1.9   System Acceptance

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

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Exhibit G
System Maintenance and Support

1. SYSTEM MAINTENANCE

1.1 Marquis Responsibility Marquis shall maintain the Driver License Fulfillment System and enhancements in accordance with the Contract. Marquis will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases Marquis 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 Custom Software Licenses The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Deliverables; subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State in Marquis' Proposal.

1.1.3 Custom Software, Interfaces, and Patches All Driver License Fulfillment System program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by Marquis as needed to meet the requirements, shall support and be compatible with Marquis-developed Custom software and interfaces.

2. SYSTEM SUPPORT

2.1 General Marquis shall provide remedial and preventative maintenance for the System and for the DOS environment (mainframe or otherwise) interface software, including all parts and labor, at no additional cost to DOS during the term of the contract. All maintenance shall be at DMV in Concord or at substations.

2.2 Time Limit Except when adversely affected by reason of force majeure, Marquis shall repair or replace the Workstation, printing services and DOS mainframe interface software within four (4) hours after notification that a Workstation or the DOS mainframe interface software is in need of maintenance.

2.3 Coverage During the maintenance period, Marquis shall render maintenance to keep all Marquis provided hardware and software in, or restore the hardware and software to, good working order. This maintenance shall include preventative and remedial maintenance, installation of safety changes and installation of engineering changes based upon the specific needs of the individual item of hardware and/or software. This maintenance shall include the repair, replacement or exchange deemed necessary to restore the equipment to good working order. For purposes of this RFP, hardware and/or software restored to good working condition shall be defined as hardware and/or software that shall perform all functions as prescribed in this RFP, Marquis's proposal, and the manufacturer's published specifications for such hardware and/or software as originally manufactured.

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2.4 **Software Maintenance** In addition, Marquis shall: (a) maintain the software to operate in a manner as described in Marquis's proposal and changes thereto including enhancements, the RFP and relevant software documentation; (b) supply technical bulletins and updated user guides from time to time; (c) at the discretion of DOS, supply DOS with updates, improvements, enhancements or modifications to the software and/or the documentation; (d) correct or replace the software and/or remedy any programming error, which is attributable to Marquis; and (e) service the software in a professional manner with qualified personnel. Marquis shall provide updated software documentation upon delivery of updated software releases. Marquis shall also provide training to enable DOS personnel to operate effectively and will ensure that the updated software release is compatible with the application software originally installed and accepted by DOS.

2.5 **Hardware Maintenance** Hardware maintenance shall include lubrication, adjustments and replacement of maintenance parts deemed necessary. Maintenance parts may or may not be manufactured by the original hardware manufacturer, may be altered by Marquis to enhance maintainability, but shall be acceptable to the original hardware manufacturer and new or certified as new. All maintenance parts shall be furnished and replaced for any Workstation at any Substation on an exchange basis, and the exchanged parts shall become the property of Marquis.

2.6 **Diagnosis** Marquis shall exert its best efforts to perform all fault isolation and problem determination, including hardware and software problem diagnosis, attributed to the hardware and software covered under the contract. There shall be no additional charge to DOS for the maintenance performed by Marquis.

2.7 **Toll Free Number** During the entire term of the Contract, Marquis will provide DMV with a toll-free number to contact Marquis when a Workstation or the DOS environment (mainframe or otherwise) interface software becomes inoperative. Within thirty (30) minutes of the phone call, Marquis personnel, knowledgeable about the operation of the Workstation or the interface software, must call the inoperative Substation or Concord to determine the exact problem and to try to talk the Workstation or mainframe operator through solving the problem. If the problem cannot be solved over the phone, Marquis must repair or replace the inoperative Workstation or the DOS mainframe interface software within the before mentioned four hour (4) timeframe. Downtime shall start from the time DOS first notifies Marquis's designated representative of the inoperative condition until the Workstation or the DOS mainframe interface software is returned to proper operating condition.

2.8 **Obsolescense** In the event a material, supply, or equipment change or improvement causes the obsolescence of part or all of the Workstation and/or DOS mainframe interface software, new item(s) shall be supplied to DOS at no additional charge.

2.9 **Period of Maintenance**

2.9.1 Marquis shall make available on site remedial and preventive maintenance during DMV Concord and Substation Normal Business Hours for the term of the contract. At the discretion of DOS, the principal period of maintenance may be changed for a Substation or the DOS

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mainframe interface software by attaching an amendment that states the alternative hours of maintenance.

2.9.2 Travel time and expenses related to remedial and preventive maintenance shall not be considered billable or applicable. During the term of the contract, Marquis must provide DOS/DMV with a monthly report of maintenance performed and downtimes.

2.10 Staff and Spare levels. Marquis shall provide adequate staff and stock necessary levels of spare parts to provide maintenance per the requirements, terms, and conditions of RFP 2008-024.

2.11 Key Maintenance Personnel Marquis agrees that it shall identify all key personnel who shall be providing maintenance on the Workstation and DOS mainframe interface software, furnish DOS with a means of identifying these personnel, furnish DOS with credentials on these personnel and notify the State at least fourteen (14) days in advance of any reductions in staffing levels of key personnel serving New Hampshire.

2.12 Preventive Maintenance

2.12.1 Preventive or scheduled maintenance shall be performed at mutually agreeable intervals. Marquis shall specify the number of hours of preventive maintenance required for the Workstation per year, which shall be consistent with Marquis' established standards for preventive maintenance. Marquis shall specify the frequency and duration of the preventive maintenance required for the Workstation, and DOS shall specify when the preventive maintenance shall be performed, subject to change and agreeable to both parties.

2.12.2 Marquis shall provide periodic cleaning of printers, at the request of DMV, in conjunction with calls for remedial maintenance and/or in accordance with the preventive maintenance schedule.

2.13 Support Levels and Issue Tracking On-going software maintenance and support levels and issue tracking shall include:

2.13.1 New Releases All new Software releases as part of the Software licensing maintenance agreement;

2.13.2 Class A Deficiencies - for all Class A Deficiencies, Marquis shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within 30 minutes of request; or Marquis shall provide support on-site or with remote diagnostic services, within four (4) hours of a request;

2.13.3 Class B & C Deficiencies – for all Class B & C Deficiencies, the State will notify Marquis of such Deficiencies during normal business hours and Marquis shall

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respond back within twenty four (24) hours of notification of planned corrective action;

2.13.4 Repair or replacement of the Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

2.13.5 Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

2.13.6 For all maintenance service calls, Marquis 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;

2.13.7 Marquis 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.

2.14 In the event Marquis fails to correct a deficiency within the allotted period of time stated above, the State shall have the right, at its option to: 1) declare Marquis in default, terminate, the Contract, in whole or in part, without penalty or liability to the State; 2) return Marquis's product and receive a refund for all amounts paid to Marquis, including but not limited to, applicable license fees within ninety (90) days of notification to Marquis of the State's intent to request a refund; 3) pursue its remedies available in law or in equity; 4) and assess penalties as prescribed in Section 2.15 below

2.14.1 Term

Marquis shall be responsible for the support and maintenance of the Software and Hardware throughout the term of the contract, and any extensions thereof.

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2.15 Except when adversely affected by reason of force majeure, on-site remedial maintenance by Marquis shall be completed within the before mentioned four (4) hour timeframes, unless DOS and the Contractor mutually agree to another period of time. If on-site remedial maintenance is not completed within the prescribed times, Marquis shall be deemed in default of standards of performance. In such an instance, Marquis shall provide an alternative solution that operationally allows the DMV to continue operations which is satisfactory to DMV. If the remedial maintenance cannot be completed within a time frame satisfactory to DMV or a satisfactory alternative solution cannot be reached, Marquis will pay $250 per work day, or fraction of a work day, as a penalty for each Workstation that remains inoperative.

2.15.1 Implementation Penalties

If the Rollout Implementation Schedule (as indicated Exhibit I: *Work Plan: Section 7 Table 4* or as otherwise approved by the State) cannot be met, Marquis will pay $250 per work day, or fraction of a work day, as a penalty for each Workstation that remains inoperative. Delays in Rollout Implementation Schedule duration identified as the responsibility of the State will not count towards these penalties.

3. DATA COLLECTION

3.1 Records

Marquis shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, Marquis 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; and
5. Deficiency resolution information.

3.2 System Monitoring

Marquis shall 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 System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

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4. TECHNOLOGY REFRESH

The vendor will provide a technology refresh of all hardware components at 36 month interval timeframes or as necessary from date of implementation. This will include any necessary software to facilitate the hardware updates (ie. personal computer operating system, third party applications, application software etc.) as well as meet the operational system requirements of the system throughout the life of the contract.

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Exhibit H
Requirements- MarquisResponse

1. MARQUIS RESPONSE TO PRIORITY REQUIREMENTS

Marquis shall provide a fully operational Vision Driver License Fulfillment System with the following functionalities:

Table 1.1 Marquis Responses to Requirements

1. Workstation Functions/Features

No.	Description	Priority	Response
1.1	Workstation - The Workstation must be capable of being operated by either a left handed or right handed operator from behind a desk or counter. The camera must be capable of being easily adjusted to capture the image of applicants either standing or seated (normally applicant is standing). The applicant's image must be easily centered in the camera by means of a viewfinder, monitor display, or other acceptable device. The Workstation must allow the image to be viewed on the monitor as well as by the customer, on a customer facing display (ergonomically approved by the State), after capture but before saving the image. If the image is not acceptable, the operator must be allowed to easily *unfreeze* the image and recapture it until an acceptable image is viewed. The signature must be viewed on the monitor for acceptability and be capable of being recaptured until an acceptable image is obtained. All workstations must be of new manufacture.	M	YES
1.2	Hardware and Software - Each Workstation must include all hardware and software necessary to produce temporary documents for over-the-counter (instant temporary) issuance, store and upload images (on-line/real-time) to the DOS mainframe for storage and retrieval of image and signature at all 16 Substations and Concord. There shall be a minimum of 44 Workstations, including 2 spare Workstations, a special Workstation with a printer/laminator and a test workstation located at DOS in Concord. Application solution shall not interfere with the functionality of any other applications operating on the DMV personal computers. Hardware and software must function with user permissions that can be limited.	M	YES
1.3	Computer – Any personal computers, printers etc. provided will comply with the minimum purchasing standards as outlined in the OIT standards purchasing web site at time of purchase and delivery to DMV. Reference: http://www.nh.gov/oit/intranet/toolbox/procurement/standardproducts.php	M	YES

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1.4	Camera - A solid state color digital camera with an illumination feature and an automatic focus lens system. The depth of field shall be sufficient as to allow the automatic focus system to capture an in-focus image. The camera must be equipped with lighting device for adequate illumination of the applicant. The strobe or lighting device must compensate for various Substation ambient light conditions and for applicants of various complexions.	M	YES
1.5	Hard Drive - One hard disk drive with a minimum 80 GB storage, capable of storing the Workstation software and a minimum of 5 business days of images for one Substation.	M	YES
1.6	Virus detection – Software which should be executed at time of *booting* the system and must be updated as new versions of the virus protection software are released and it must comply with State standards. Standard State Purchase Item Reference: http://www.nh.gov/oit/intranet/toolbox/procurement/standardproducts.php	M	YES
1.7	Signature Capture Device - A paperless signature capturing device that supports both right and left handed applicants as well as handicapped applicants in wheelchairs. The applicants must be able to see their signature as they are signing.	M	YES
1.8	Printer - A color/black and white laser printer for printing temporary driver licenses that does not exceed 75 decibels while operating.	M	YES
1.9	Backdrop - A medium blue colored backdrop, wall-hung or freestanding depending on the location.	M	YES
1.10	Cabling – All cabling for attachment to the substation's switch at each DMV substation as well as any and all cabling for attachment of workstation hardware required or provided.	M	YES
1.11	Power Supply - The system must have an uninterruptible power supply (UPS) for each Workstation with the following minimum specifications: Maintain 400 VA and be capable of sustaining the connected load including monitor for 30 minutes; full time surge suppression and EMI/RFI filtering; 2 receptacles; audible alarm for low battery, indicator for off-line operation and replace battery. The system can consolidate several Workstations onto one UPS as long as it maintains a 30-minute backup time for the combined load.	M	YES
1.12	Dimensions - Specify the outside dimensions of all proposed hardware and the size of counter/furniture required.	M	YES
1.13	Interface - The interface of the Workstation with the Substation issuance process must not require duplicate or repetitive key entry operations by Substation operators. In certain cases, when processing Special ID's, information must be entered via the keyboard of the Workstation.	M	YES

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1.14	Confirmation - The Workstation must generate a confirmation that the image and signature have been taken, digitized, stored and uploaded to the mainframe or a warning that the images have not been properly captured, digitized, stored and uploaded. If a warning is issued, a positive follow-up routine must occur to assure that all images are uploaded. Those positive follow-up routine procedures must be specified.	M	YES
1.15	Vendor Software Distribution Updates - Provide for downloading, from the DOS environment, the latest version of Workstation software to the Workstations, under the control of the system administrator. Currently the software updates are segmented to overcome line speed limitations. Any type of distribution mechanism must allow for monitoring and reporting of success or failure as well as recovery of failure via an automated method.	M	YES
1.16	Mobile Units –Provide one (1) mobile unit. This mobile workstation must be functionally identical to the permanently installed workstations except it must be capable of being transported by DMV personnel. (Example – CDL traveling vehicle).	M	YES
1.16. 1.	Cases - Cases must be provided for carrying the spare Workstations. It is desirable that no single case, with Workstation components, weigh more than forty-five (45) pounds. The total number of cases required per Spare Workstation and the weight of each case, including hardware, must be specified.	M	YES
1.17	Workstation Environment Assessment – Complete a workstation environment ergonomic assessment and provide a final report to the DMV within 60 days of contract award. Assessment should be complete to include all aspects of the work area considering any new workstation hardware.	M	YES
1.18	Images to Mainframe - The system must supply the DOS mainframe with Image Files in JPEG format using AAMVA Best Practices Imaging Standard For Photographs And Signatures at a minimum or mutually agreeable standard between DMV and the systems developer. All Image Files will remain the property of DMV. If images are being sent to the legacy mainframe due to the fact that VSAM files have an 8KB increment block, it is desirable that the Image File not exceed 8KB (any image files over 8KB will take up disk space in 2KB steps). See section 'Specifications for Uploading of Images' below for additional image details.	M	YES
1.19	File Space - Provide the maximum number of bytes the Image File and Supporting Document File will take on the DOS mainframe or in the HP/Unix Oracle environment. If images are being sent to the Oracle HP Unix environment the files must be capable of being stored as a BLOB.	M	YES
1.20	Tracking of Issued Documents - Keep track of all Documents issued by each type of Document. This information must be stored and uploaded to the DOS mainframe in real time.	M	YES
1.21	Performance Impact - Solutions should not incorporate features that will negatively impact performance.	M	YES

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1.22	GUI application - The GUI application must support the current and previous IE versions as well as a variety of browsers and operating systems. The functionality of the GUI and non-GUI application must be consistent on all supported platforms. The GUI application must be ergonomically designed to be intuitive and user friendly. The transactions should be logically grouped. The use of color, drop down list, radio buttons and tabs etc. must be incorporated into the GUI to improve data integrity. GUI browser should comply with all security policies and procedures required by the DOS.	M	YES
1.23	Browsers Supported - Provide a summary of all supported browsers and supporting systems.	M	YES
1.24	System Activity Capture - The System must capture and store all system activity. Audit information must be date and time stamped. The System must provide the capability to identify all changes as well as the user making the changes. The System must track and log both system and transaction information.	M	YES
1.25	Relational Database - Provide a description of the recommended relational database that will be incorporated into the system.	M	YES
1.26	Hardware Refresh – Replace all hardware every three years or as required to comply with specifications.	M	YES
1.27	Application Software Refresh – Replace all software as required to maintain compatibility with DMV software standards and continue to meet the requirements of this system.	M	YES
1.28	Operating System Software Refresh – Replace all operating system software to maintain current levels with OIT standards at the direction of the State.	M	YES
1.29	Required Workstations - The DMV is currently operating in Concord and at 16 Substations. Vendor must provide 44 workstations, to include 2 spares, 1 Workstation with a printer/laminator, and 1 test facility.	M	YES
1.30	Workstation Installation – The DMV will direct the Vendor to install the required number of workstations at the time of implementation.	M	YES
1.31	Document Verification System		YES
1.31.1	The Document Verification (DV) system shall be capable of scanning and verifying the embedded security features of documents of various size and design, up to and including documents 8 1/2 x 11 inches.	M	YES
1.31.2	The DV system will be capable of recognizing all known common-use security features found in licenses, IDs, passports, and vital record documents.	M	YES
1.31.3	The DV system will be capable of being integrated into the normal business process that the CTO utilizes to process DL/IDs. The vendor will minimize the required number of keystrokes/toggle to two key combinations. Confirmation of document validity will be provided on the monitor utilized by the CTO in real time.	M	YES
1.31.4	The cost to integrate the DV system into the DL/ID workstation shall be included in the per DL/ID fee.	M	YES

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No.	Description	Priority	Response
1.32	Document Validation/Receipts (DVR): The document validation/receipt printer must be capable of validating applications, printing short slips, cash receipts and validating standard sized and business checks at the completion of applicant transactions. The DVR system must be capable of printing on multiple media forms as directed by DMV.	O	YES

2. Terminal Emulation Mode

No.	Description	Priority	Response
2.1	Operating System - Each Workstation must be programmed to operate in Microsoft Windows XP minimum and future releases of the Windows operating system (and use 3270 access software which may be used to process DL/ID applications, using the DMV application, at the Substations, if this is connected to the existing mainframe).	M	YES

3. Workstation Security Features

No.	Description	Priority	Response
3.1	Log On - The Workstation will be connected to the DOS network, which will require that the Workstation's software have a network log-on procedure. The application must also have its own log-on procedure, using a pre-assigned operator access code or password, to allow production of temporary documents.	M	YES
3.2	Security Device - At a minimum, the Workstation must be equipped with a Security Device (fingerprint preferred), other than a mechanical switch. If the Security Device is removed from the Workstation, the Workstation will not allow the user to continue the Document issuance process.	P	YES
3.3	User Log On - Provide application user log-on.	M	YES
3.4	Password - The password should not be readable on the user screen.	M	YES
3.4.1	The users are required to change the password periodically to comply with State standards.	M	YES
3.4.2	Password lifecycle must be a configurable parameter.	M	YES
3.4.3	Enforce password edit rules to comply with State standards.	M	YES
3.4.4	The passwords should be encrypted.	M	YES
3.5	Username - Disable a username after too many failed log-on attempts. The number of attempts must be a configurable parameter.	M	YES
3.5.1	Must support username suspension.	M	YES
3.5.2	Provide the capability to prevent a user from accessing the system when the user has not logged on for a period of time. The time period should be a configurable parameter.	M	YES

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3.6	Application – Limit the number of people that can grant or change authorizations.	M	YES
3.6.1	Prevent any undesirable programs or software from destroying or damaging data or the application itself.	M	YES
3.6.2	Prevent the unauthorized corruption of data collected from users.	M	YES
3.6.3	Not store authentication credentials or sensitive data in its code.	M	YES

4. Hardware/Supplies Ownership

No.	Description	Priority	Response
4.1	Ownership & Insurance – Insurance coverage and all applicable taxes or fees for all hardware and unused supplies must be covered.	M	YES
4.2	In Case of Theft - If a Workstation and/or its components are stolen or otherwise made inoperable, they will be replaced within 48 hours from being notified by DMV, at no charge to the State.	M	YES

5. DL/ID Document Card Specifications

No.	Description	Priority	Response
5.1	Meet AAMVA Standards - Document card specifications shall meet the latest AAMVA standards where applicable at a minimum or mutually agreeable standard between DMV and the system developer. Ref: http://www.aamva.org	M	YES
5.2	Tamper Resistant - Security features and tamper resistant features of these documents is a high priority of the DMV.	M - VERY HIGH PRIORITY	YES
5.3	ID Requirements - To assure the accuracy of the information on the Document, the Workstation must print the front and back of the Document, and encode the magnetic stripe, without operator intervention. No *flipping* of the card by the operator or placing of separately printed labels onto the Document by the operator will be allowed. Additionally: 1. The Driver License will be formatted horizontally. 2. The Driver license will be formatted vertically for anyone less than 21 years of age.	M	YES
5.4	Card Dimensions- One section of the card shall be an "above the shoulder" image of the applicant and be approximately 1-1/8" in width and 1-1/2" in height. The DL/ID card image material core and finished DL/ID card, without laminate or coating, shall be a minimum of 3-1/8" wide x 1-7/8" high. The thickness of the finished DL/ID card with laminate or coating must be .030" (+ or - .003"). The outside dimensions of the finished DL/ID card shall be 3-3/8" wide x 2-1/8" high. Corners of the DL/ID card shall be rounded with a radius of 0.125".	M	YES
5.5	Imaging Material - The imaging material for the DL/ID card shall be either polyester, polycarbonate, teslyn or an equivalent plastic.	M	YES

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5.6	Temporary DL/ID Card - Produce a temporary digitized image of the applicant and a signature from an electronic signature pad, in such a manner as to provide for a temporary color/black and white DL/ID card.	M	YES

6. Front of DL/ID Cards

No.	Description	Priority	Response
6.1	Electronic Data Capture - The applicant's image and demographic data shall be electronically captured, digitized, and transferred to the imaging materials.	M	YES
6.2	Front Design Details –	M	YES
6.2.1	The front of the permanent DL/ID document card must contain the applicant's image in color, the applicant's signature, applicant's demographic information, and appropriate headers, State indicia, and other critical data.		YES
6.2.2	There will be no SSN shown. There may be no OVD. "New Hampshire" will be in block letters across the top of the Driver License.	M	YES
	Upper left hand corner: NH State flag		
	Upper right hand corner: Outline of the State of NH. NH USA		
6.2.3	Inside the outline, designate license classification in color on the bottom of the license as follows:	M	YES
	OPR = navy blue OPR DP (duplicate license*) = yellow CDL (A, B, or C) = green Non-Driver ID = gray TP (temporary license*) = orange		
6.2.4	It is imperative that the words "Temporary License" or "Duplicate License" be prominently displayed on the face of the Driver License!	M	YES
6.2.5	Lower left hand corner: Image over 21; Upper left hand corner (vertical) under 21.	M	YES
6.2.6	Add date indicators alongside the image as follows: under 21 years old until + date this designation expires under 18 years old until + date this designation expires	M	YES
6.2.7	Overlapping image on the top = date of license expiration in red Overlapping image on the bottom = driver's date of birth	M	YES
6.2.8	Lower right: Organ donor status = heart icon Upper right : Disabled status = wheelchair icon	M	YES

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6.2.9	Full Name	M	YES
	Address: legal address required		
	Height		
	Sex = M/F		
	Eye Color		
6.2.10	License numbers will be random issue.	M	YES
	License will include the following three colors: turquoise/salmon/yellow.		
6.2.11	License will contain 5 overt/covert security features. Security features will be composed of a minimum of four Level I and Level II security features. It will also include one Level III security feature.	M	YES
6.3	Image Locations - The location of the image will vary depending on the Document type and must be accommodated without user intervention.	M	YES
6.4	Signatures - The signature must be a smooth reproduction of the applicant's signature and shall not be jagged in appearance.	M	YES

7. Reverse Side of DL/ID Cards

No.	Description	Priority	Response
7.1	Endorsement and/or Restriction Codes - The reverse side of the DL/ID card shall contain the classification and/or endorsement and/or restriction codes and explanations unique to the applicant. There will never be more than 15 unique classification and/or endorsement and/or restriction codes on any one DL/ID card.	M	YES
7.2	Bar-code and Magnetic Stripe - The reverse side of the DL/ID card must contain an encrypted two-dimensional (2-D) bar-code and magnetic stripe that contain the applicant's demographic information (identical to that appearing on the front of DL/ID card).	M	YES
7.3	Inks - The information must be printed with a solid black ink or dye to improve the read rate of the 2-D bar-code.	M	YES
7.4	All restrictions will be noted on the back of the driver license	M	YES
7.5	Reverse Side Details –	M	YES

   * 1 D barcode with retail identification information

   * 2 D barcode (PDF 417) encrypted with complete identification information to be used for law enforcement purposes.

   * Any/all driver license restrictions pertaining to the driver will be identified and defined

   * Director of Motor Vehicles' signature

   * State seal

   * Mag stripe - TBD

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8. Document Printing and Headers

No.	Description	Priority	Response
8.1	Document Designs – must be user selectable. The initial designs will be based upon DMV layout sketches and/or samples.	M	YES
8.2	Automatic Print - To assure the accuracy of the information on the DL/ID card, the front and back of the DL/ID card, as well as the magnetic stripe encoding, must be done without operator intervention.	M	YES
8.3	For Samples - It is preferred, but not required, that the samples submitted contain all of the required back printing. For purposes of making the samples, the back printing may be done as a separate step from printing the front.	P	YES

9. DL/ID Document Security and Durability
CONFIDENTIAL/NOT FOR PUBLIC DISCLOSURE

No.	Description	Priority	Response
9.1	Permanence – The DL/ID documents must last five (5) years.	M	YES
9.2	Image Stability - The color digitized image must remain stable and survive intact under conditions of strenuous wear and tear and the digitized image must not significantly deteriorate or discolor during the five (5) year life of the Document, nor shall the printed matter deteriorate or become illegible.	M	YES
9.3	Foiling Card Tampering - The applicant's image and demographic data shall adhere to the imaging material so that it cannot be removed or altered without being readily destroyed.	M	YES
9.4	Foiling Counterfeiting - Submit detailed information on those characteristics, materials, and features which are provided in the document for adequate protection against various forms of counterfeiting, alteration of data, duplication of the entire Document, substituting of applicant's image, etc. Each Document issued shall be of such material and design to prevent its reproduction or alteration without being readily destroyed.	M	YES
9.5	Determining Authenticity - The proposed DL/ID document shall incorporate two or more special features so that the authenticity and integrity of a DL/ID document may be verified without a lengthy detailed examination or special equipment.	M	YES

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9.6	Optically Variable Security Feature -- The DL/ID document must be protected from duplication, alteration, and substitution of the image by using an optically variable security feature. This security feature must be transparent when viewed directly so that it does not take up space on the Document or distort any of the information contained on the front of the Document, including the image.	M	YES

When viewed from different angles, the security feature must change color or image, or both in order to protect the DL/ID document from fraudulent duplication, including fraud attempts with color photography or color laser copiers. The image/color change must be apparent to the human eye without the need for special training or use of a special device.

Neither the materials used to create the optically variable security feature nor its ultimate design shall be available to the public. The security image/color change shall be positioned on the DL/ID document to cover at a minimum the birth date area.

The system equipment must affix the security image/color change along with the laminate or coating during the one-step process of printing and laminating the DL/ID Document.

9.7	Foiling Attempts to Change the Optically Variable Security Feature -- The security image/color change shall readily show distortion or destruction in the graphic design and to the Document including birth date information on the DL/ID document if an attempt is made by application of heat or other means to separate the laminate from the Document or alter the Document information.	M	YES
9.8	Independent Testing Verification - Submit sample documents, as specified in these requirements, and submit an independent testing laboratory evaluation of the document material composition and security (see Appendix D). If samples submitted cannot fulfill security requirements of DMV stipulated in this document, DMV may reject the proposal solely on this basis.	M	YES

10. Document Encryption CONFIDENTIAL/NOT FOR PUBLIC DISCLOSURE

No.	Description	Priority	Response
10.1	AAMVA Recommendations - The AAMVA *Best Practices Recommendations For The Use Of Bar-Codes* must be followed at a minimum. AAMVA has no specific recommendation for method of encryption; therefore recommend a method of encryption. The system will either supply the then recommended AAMVA method of encryption, if there is a recommendation, or an encryption method mutually agreeable between DMV and the system provider.	M	YES

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10.2	Encryption -- The DL/ID card shall be protected against counterfeiting and alteration by means of an encryption system using a high-density two-dimensional (2-D) bar-code printed on the back of the DL/ID card.	M	YES
10.3	Structure of 2-D Bar-code - Explain the structure of the 2-D bar-code and the approximate amount of space it will occupy on the back of the DL/ID card.	M	YES
10.4	Encrypted Magnetic Stripe -- An optional encrypted magnetic stripe may be affixed to the top one-third portion of the back of the DL/ID card as described in ISO 7811/4 and 7811/5 and must not separate from the DL/ID card.	O	YES
10.4.1	* The DL/ID card must not contain elements which migrate into and modify the magnetic material or contaminate magnetic stripe encoders and/or readers. The magnetic stripe must be encoded and encrypted with system furnished equipment using the AAMVA recommended industry standard as a minimum or a method mutually agreeable between DMV and the system developer. *Recommendation for use of Magnetic Stripe on Driver's License and Identification Cards.*	M	YES
10.4.2	* The applicant's DL/ID number, name, date of birth and expiration date of the DL/ID must not be encrypted. Following ISO 7811/2 standards for magnetic stripes, track 2 of the magnetic stripe must be easily read by commercially available magnetic stripe readers.	M	YES
10.4.3	* Encode the three tracks of data on the magnetic stripe within the printer system, without the possibility of mismatching the information on the magnetic stripe with the information that appears on the front of the DL/ID card.	M	YES
10.4.4	* The magnetic stripe must be high coercively of not less than 3000 forested. Magnetic stripe reading errors shall not exceed 0.1%. Describe what provisions, through equipment or software, are used to verify the accuracy of the encoded magnetic data on each DL/ID card.	M	YES
10.5	'Minor' Verification - A one-dimensional (1-D) bar-code will also be printed on the back of the DL/ID for use by merchants to verify the age of minors.	M	YES
10.6	Independent Testing Verification - Submit sample documents, as specified in these requirements, and submit an independent testing laboratory evaluation of the document material composition and security (See Appendix D). If the proposed samples submitted cannot fulfill security requirements of DMV stipulated in this document, DMV may reject the proposal solely on this basis.	M	YES

11. Lamination/Coating of Permanent DL/ID and Special Cards

No.	Description	Priority	Response
11.1	Security Features - The DMV is looking for the latest in security features for their DL/ID documents. Provide details on security features.	M - VERY HIGH PRIORITY	YES

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11.2	Security & Durability - All laminates and/or protective coatings shall meet the security requirements and durability requirements, as outlined in other sections of this 'Requirements' matrix.	M	YES
11.3	Tamper Resistant - The laminate or Document coating provided shall bond to the Document surface and show fracture of the image and Document information if an attempt is made to remove the laminate or coating.	M	YES
11.4	Dimensions - All DL/ID cards and Special IDs shall have a laminate or a protective coating applied which is at least 1 mil. thick and which covers the front of the Documents.	M	YES
11.5	Compatibility - The laminate or Document coating shall be compatible with the imaging material and Document security images.	M	YES
11.6	Transparency - The laminate or Document coating provided shall be such that the sealed Document will be optically clear.	M	YES
11.7	Lamination Option - DMV prefers that the reverse side of the Documents have a coating or lamination at least 1 mil. thick. However, the reverse side of the DL/ID card does not have to be coated or laminated if the information printed can survive the 5 year life of the card and can meet the card testing requirements detailed elsewhere in these requirements.	M	YES
11.8	'One-Step' Process -It is required that the printing of the Document, lamination or coating, and die cutting, if required, shall be a one step process. This includes the above option of placing a coating or lamination at least 1 mil. thick on the back of the DL/ID card.	M	YES

12. Special Handling of Special ID Cards

No.	Description	Priority	Response
12.1	Special ID Cards - DMV processes Special ID cards at DMV in Concord. Collaborate with DMV to develop a mutually agreeable method of handling these special ID cards.	M	YES
12.2	Using Stored Images - The Special IDs are required to be processed off-line through DMV's application process, therefore, the entire transaction and Special ID printing will take place off-line with a spare workstation/hardware. If the applicant has a digital DL/ID image and signature image already stored on the DOS mainframe and the Workstation is on-line, the Workstation is to retrieve those images (via entry of the DL/ID number) and use them for printing the Special ID.	M	YES
12.3	Images Not Saved - An Image file is not to be saved or transmitted to the DOS mainframe when processing a Special ID.	M	YES
12.4	Direct Keying - The processing of Special IDs will be the only time the Workstation operator will be allowed to enter data into a Document data field.	M	YES
12.5	Display of ID Options - Provide an option, on the Workstation that processes these Special IDs, which enables the operator to view all DMV recognized Special ID types.	M	YES
12.6	Maintenance Console - Provide DMV the capability of adding and deleting Special ID card types.	M	YES

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12.7	ID Formats – Collaborate with DMV to determine the final formats for the Special IDs.	M	YES
12.8	Badge Format - Some Special IDs may need to be produced in a vertical format, often referred to as a *badge* format. The person's image and first name in block print must appear on the front side of the Special ID. The image must be approximately the same size as required for the DL/ID card. No 2-D bar-code or unique codes are to be printed on the back of the Special ID.	M	YES
12.9	Optional Magnetic Stripe - A magnetic stripe does not have to be on the Special IDs. If it is on the card, it does not have to be encoded.	M	YES
12.10	Pricing for Special Cards- The State will pay the same price per finished Special ID as they do for the DL/ID cards.	M	YES
12.11	Accounting - Keep an accurate accounting of all Special IDs.	M	YES

13. *Special Handling of Duplicate Documents*

No.	Description	Priority	Response
13.1	Option to Override 'No-Duplicates' Procedure - Allow the supervisor to enter his or her password to override the procedure, which normally would not allow a duplicate document.	M	YES
13.2	Using Images on File - When an applicant requests a duplicate Document, except for significant changes in appearance of the applicant, s/he will not be allowed to have his or her image and signature recaptured. Instead, the operator must use the image and signature already on file to produce the duplicate Document.	M	YES
13.3	Option to Override 'No Image Recapture' Restriction - Allow the supervisor to enter his or her password to override the image restriction, which normally would not allow an image and signature to be recaptured.	M	YES

14. *Special Handling of Replacement Documents*

No.	Description	Priority	Response
14.1	Using Stored Images - When a replacement is required, the CTO/Examiner must process the new Document using the applicant's image and signature already in the DOS mainframe. Occasionally an applicant's Document must be reprocessed because an error was made on the original issuance. When this occurs, a replacement is entered into the terminal application screen. The word "replacement" appears on the application screen.	M	YES
14.2	Image Override Option - Similar to the processing of a duplicate, provide the CTO/Examiner the capability of overriding the normal replacement process and allow capture of a new image and signature image of the applicant.	M	YES
14.3	Pricing - The State will pay the 'per Document issued' price for replacements, but not for unused documents that fail the inspection process.	M	YES

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15. Specifications for Uploading of Images

No.	Description	Priority	Response
15.1	Minimizing Change - OIT prefers that a minimum number of changes be made to the current interfaces with the DOS mainframe or otherwise for download of the data required to produce the DL/ID, upload of images, and retrieval of images.	P	YES
15.2	Use of AAMVA Standards - Provide the DOS mainframe (or recommended alternative storage area) with Image Files using AAMVA *Best Practices Imaging Standard For Photographs And Signatures* at a minimum or mutually agreeable standard between DMV and the system developer. All Image Files will remain the property of DMV. If images are being sent to the DOS mainframe due to the fact that VSAM files have an 8KB increment block, it is desirable that the Image File not exceed 8KB (any image files over 8KB will take up disk space in 2KB steps). Provide the maximum number of bytes and files-sizes of Image files, as well as the compression ratio used – for both the DOS mainframe and Oracle HP Unix environments. If images are being sent to the Oracle HP Unix environment the files must be capable of being stored as a BLOB.	M	YES
15.3	Image Capture & Indexing - Capture, digitize, compress and store the applicant's image in color and the applicant's signature in black & white. Each Image File shall be indexed with the DL/ID number in order to retrieve the Image File. The file index number, for the Image File, shall not be compressed. The System must be able to store the applicant's current image and two (2) previous images on-line. Additional images shall be maintained off-line.	M	YES
15.4	Real-Time - The Image Files will be transmitted over DMV furnished communication lines. The Workstation must be able to store and upload images on-line/real-time to the DOS mainframe or otherwise over the DOS network. Image Files will be stored and backed-up on DMV-provided hardware as part of the DOS mainframe. The DOS mainframe will be operated by OIT personnel.	M	YES
15.5	Procedures - Provide and explain procedures (hardware or software) that will guarantee that no records or images will be lost in the event a circuit goes down or if there is an application failure.	M	YES
15.6	Software Ownership - Provide all the software and or hardware used in the implementation of the interface to the DOS mainframe or Oracle HP Unix for storing and retrieving Image Files.	M	YES
15.7	Hardware Ownership - DMV will supply the hardware for the DOS mainframe or Oracle HP Unix, which will be located at DOS Concord.	M	YES

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15.8 Testing - The interface software for the DOS mainframe or otherwise must be installed and operational in time for system acceptance testing.   M   YES

16. Image File Retrieval and Printing

No.	Description	Priority	Response
16.1	Minimizing Change - OIT prefers that a minimum number of changes be made to the current interfaces with the DOS mainframe or otherwise for download of the data required to produce the DL/ID, upload of images, and retrieval of images. The interface implementation solution must be specified.	P	YES
16.2	Software - All retrieval software, including decompression software, must be furnished. This retrieval software must be placed on all computers that run the VISION Fulfillment application.	M	YES
16.3	Image Inquiry - DMV currently has approximately 1,350,000 images (Average size is 16K), from its present system, stored on the DOS mainframe. Provide the capability for inquiry, retrieval, and display and signature on all Workstations. The system must provide for comparison of a minimum of two images on a single screen. Inquiry will be by DL/ID number or name and date of birth only. The image and signature, if on file, are required to be used for the printing of a duplicate, replacement or renewal DL/ID Document from the Workstation.	M	YES
16.4	Prints - Provide the capability to print duplicate, replacement, and renewal Documents on the Workstations, using these current images.	M	YES
16.5	Print Data Option - The system must provide for inquiry, retrieval, display, and optional printing of a person's image and signature , full name, date of birth, and DL/ID number on any of the Workstations located at DMV Concord. The printing must be done on the Document card using the Workstation printer.	M	YES
16.6	Image Quality - The retrieved decompressed color image of the applicant from the DOS mainframe file shall be high-resolution color quality and the retrieved decompressed signature shall be good quality and legible. The signature must be a smooth reproduction of the applicant's signature and shall not be jagged in appearance.	M	YES
16.7	Email Option - Provide the ability to transmit electronically the information set forth in 16.5 above from DMV Concord.	M	YES

17. Document Volumes

No.	Description	Priority	Response
17.1	Estimated Volume – DMV estimates that there will be an average of approximately 400,000 DL/Ids issued per year. These yearly volumes cannot be guaranteed by DMV and are only an estimate.	M	YES

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17.2	Data Retention - Approximately 1,250,000 drivers are licensed in New Hampshire. Only the new image and two previous images will be maintained on-line. Any additional images will be maintained off-line or archived in such a manner, to be electronically accessible.	M	YES
17.3	Pricing - The State will pay the same price per Document issued, no matter what the Document type. The State will only pay for Documents actually issued. The application will easily identify, keep track of, and provide reports on the number of issued vs. non-issued documents	M	YES

18. Workstation and Networking Interactions and Platform(s)

No.	Description	Priority	Response
18.1	Network – The DOS mainframe is located in Concord, New Hampshire and is maintained by OIT personnel. The network between DOS Concord and DMV Concord and Substations is comprised of leased lines. Currently the DOS Network uses TCP/IP protocol.	M	YES
18.2	Compatibility with Existing Platforms - The Workstation provided shall be capable of being easily integrated with the DOS mainframe and image storage application or the new anticipated Oracle environment including all network interfaces.	M	YES
18.3	Backend Updates - Once the applicant has been approved to have a DL/ID issued, the backend application -- either the new Oracle environment or DOS mainframe -- will be updated.	M	YES
18.4	Data to Upload - The applicant's image, signature, supporting documents and DL/ID number (collectively called the Image File) is the only information to be saved and uploaded, with the capability of being scanned.	M	YES
18.5	File Pointers - The DL/ID number will be the only file pointer used to retrieve the Image File from the DOS mainframe or Oracle HP Unix and it must not be compressed.	M	YES
18.6	Real-Time Updates - The Image File must be uploaded on-line/real-time to the DOS mainframe or Oracle HP Unix . Some leased lines are 56kb lines at this time. Provide comments on the ability to work with this line speed and recommendations.		YES
18.7	Emergency Procedures - Provide the capability of having the Image Files, not already uploaded to the DOS mainframe, accessed via the Workstation and loaded onto media provided by the DMV. All files must be encrypted. This method of file transfer shall be specified.	M	YES
18.8	Updates to Workstation Software – The system must provide for the Workstation to automatically query and download from the DOS mainframe, the latest version of Workstation Software under the control of the System Administrator. The procedures to accomplish this update shall be specified.	M	YES

19. Consumable Supplies

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No.	Description	Priority	Response
19.1	Printer Maintenance - DMV prefers that printer ink cartridges be easy to load.	P	YES
19.2	Consumable Inventory - The DMV will be supplied with ninety (90) calendar day supply of consumable materials. All on-hand consumables shall have at least a minimum six (6) month shelf life.	M	YES
19.3	Central Supply Location – The DMV will centrally receive all consumable supplies in Concord, via the DOS warehouse.	M	YES
19.4	Ownership for Costs - The DMV will not be responsible for the cost of all consumables supplied and will only compensate for completed DL/IDs.	M	YES

20. Output/Reports

No.	Description	Priority	Response
20.1	DLRP0L01 D/L upload statistics Monthly – A statistical report produced from a VSAM file of photo images maintained by the current system that provides a count of images utilized by date and by workstation for Concord and each substation in the production of a DL/ID.	M	YES
20.2	Card Issuance – Track all DL/IDs issued including permanent, temporary, duplicate, reprints, error cards, etc. on a month, state fiscal year, and calendar year basis to ensure that the DMV is paying for what is issued.	M	YES
20.3	Reporting - Allow users to create and modify criteria to generate and distribute reports. The criteria must be stored in a catalog and users must have the capability to manage the catalog according to the role of the user. Provide the capability to execute, format, and save customized queries without degrading the performance of the production system.	M	YES
20.4	Report Distribution - Provide support options for the distribution of reports, including: number of copies, collation or sort features, specific printer designation, display on screen, imaging archives, work flow path, internal or external interfaces or electronic media and/or electronic formats (word documents, text files, PDF documents, HTML)	M	YES
20.5	Customized Queries - Provide the capability to execute the customized queries without degrading the performance of the production system	M	YES
20.6	Query Criteria - Enable users to create and modify criteria for queries, formatting, and distribution of reports.	M	YES
20.7	Saving Query Formats - Provide the ability to save the criteria used to generate and format the reports as well as archive the generated document.	M	YES

21. Training

No.	Description	Priority	Response

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21.1	Initial Training - Provide sufficient training sessions to the DMV staff in Concord and at all Substations.	M	YES
21.2	Classroom - DMV will provide a classroom for training.	M	YES
21.3	Detailed Training Plan - Provide detailed plans for all initial and on-going training.	M	YES
21.4	Training Materials - Provide a sample of all training materials. All training materials must be provided in electronic format for final acceptance by the State.	M	YES
21.5	'Operator's Manual' Documentation - Provide one Operator's Manual for each Workstation plus twelve (12) for DMV staff.	M	YES
21.6	'Operator's Manual' Sample - Provide a sample of the operator's manual.	M	YES
21.7	Costs - Travel, lodging and all expenses for non-state personnel will be at no additional cost to the State.	M	YES

22. Performance and Response Time Requirements

No.	Description	Priority	Response
22.1	Workstation Warm-up Time - The warm-up time from a cold start at the beginning of the day for the Workstation to be ready to completely process a driver license shall not exceed five (5) minutes. The time to close down and secure the Workstation at the end of the day shall not exceed five (5) minutes. Daylight loading and unloading of the print media, without damage to the finished product, is required.	M	YES
22.2	Workstation Production Time - Produce the temporary DL/ID within 10 seconds from the time the operator presses the key to save the image and signature.	M	YES
22.3	Workstation Voltage Specs - The Workstation, including all associated electrical equipment, shall be designed and built in such a manner that a voltage fluctuation with a low of 90 and a high of 130 volts AC will not affect performance. All electrical equipment must operate on a regular 110 volts, 60 cycles AC, be equipped with a grounded plug and meet Underwriter Laboratory Standards. All equipment proposed must be designed so that voltage fluctuations shall be compensated for by a surge protector. Provide documentation on the ability of all components to operate normally under room temperature extremes. All Hardware should be Energy Star compliant. Describe all items that are not Energy Star compliant.	M	YES
22.4	System Workstation Processing Requirements - The System Workstation must be capable of processing the next applicant after the previous applicant's images have been saved to the Workstation's hard drives, uploaded to the central image system and sent to the printer for printing. No applicant shall be made to wait to be processed for more than ten (10) seconds after the operator presses the store images/print key(s) for the previous applicant.	M	YES

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22.5	Vendor Support Presence – The Vendor must establish and maintain an in-state business office for the duration of the contract period and any extension(s) thereto.	M	YES
22.6	Print Farm Production Time - The print farm must be capable of producing at least 2,000 permanent documents on any given work day. The Vendor must present a backup procedure for maintaining production volumes despite printer failure.	M	YES
22.7	Permanent Document Mailing Capacity – The print farm shall be capable of printing DL/ID names and addresses and packaging the DL/Ids in preparation for mailing.	M	YES

23. Interfaces

No.	Description	Priority	Response
23.1	DMV Testing System - The DMV is procuring an automated testing system that will interface with the DOS mainframe. (That RFP is being released separately.) The vendor's system must be easily integrated with an automated testing system.	M	YES
23.2	DMV Queuing System - The DMV is procuring a queuing system that will interface with the DOS mainframe. (That RFP is being released separately.) The vendor's system must be easily integrated with a queuing system.	M	YES
23.3	DOS Legacy System – The existing Legacy systems (IBM Mainframe Z series, IDMS) must interface with the new fulfillment system and process. All software, hardware etc. necessary to facilitate that interface is required.	M	YES
23.4	DOS Future Systems – The DMV is procuring other systems in the future that may require interface from this system including but not limited to an Electronic Ticketing System. The system environment anticipated will be a UNIX/Oracle DBMS.	M	YES

24. Data Archival, Backup and Disaster Recovery Requirements

No.	Description	Priority	Response
24.1	Provide a Disaster Recovery plan and a Business Continuity plan for State approval. The plans must detail how services will be continued if major problems are encountered anywhere in the technology infrastructure or in the event of a disaster at any point in time during the project or post-implementation.	M	YES
24.2	The State with the assistance of the vendor may test the Disaster Recovery plan.	M	YES
24.3	The maintenance of the Disaster Recovery plan shall be specified.	M	YES
24.4	The Disaster Recovery procedures must be provided in a check list format.	M	YES
24.5	The routine backup will not cause a total system outage.	M	YES
24.6	The method to automatically transfer operations to backup equipment in the event of production systems failure shall be specified.	M	YES

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24.7	Daily backup procedures must comply with State standards.	M	YES
24.8	The Workstation must provide notification when an incident occurs. Examples of incidents that warrant notification are: loss of communication to a system interface, system faults, network faults, security breaches, response times from system interface exceeds pre-established parameters, and "failover" events to back up systems. The licensing terms of any required software used to perform these operational functions shall be specified.	M	YES

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Marquis' Project Manager and the State Project manager shall finalize the Work Plan within Three (3) 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 Marquis' plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Marquis and State Project Manager.

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

In conjunction with Marquis' Project Management methodology, which shall be used to manage the Project's life cycle, the Marquis team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and Marquis team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with Marquis' Work Plan and shall utilize MS Project 2003 or greater to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the Marquis and State Project Manager.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Marquis shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Marquis Team may perform this project at State facilities at no cost to Marquis.
- The Marquis Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The Marquis Team shall honor all holidays observed by Marquis or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Marquis Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be

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provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the MarquisTeam and shall be available when the Project begins.

C.   **Project Management**
- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- A Project folder created within a State server 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. Marquis 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 Marquis and State Teams on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to the State server.
- Marquis assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D.   **Technical Environment and Management**
- Designated State systems personnel shall be available during normal business hours and for adjustments to operating systems configurations and tuning.

E.   **Conversions**
- The Marquis Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Marquis technical team, a subset of the conversions. The Marquis Team shall lead the State with the mapping of the legacy data to the Marquis applications.
- Additionally, the Marquis Team shall:
  o   Provide the State with Marquis application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Marquis Team shall identify business daysthe APIs the State should use in the design and development of the conversion.
  o   Assist with the resolution of problems and issues associated with the development and implementation of the conversions.

F.   **Project Schedule**
- Project is planned to begin upon the State Notice to Proceed with a planned go-live date of eighty-eight (88) business days.

G.   **Reporting**

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- Marquis shall conduct, as a minimum, bi-weekly status meetings or as required by the State, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. **User Training and Change Management**
   - The Marquis Team shall lead the development of the end-user training plan.
   - A train the trainer approach shall be used for the delivery of end-user training.
   - The State is responsible for the delivery of end-user training.
   - The State shall schedule and track attendance on all end-user training classes.

I. **Performance Testing**
   - The Marquis Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
   - The State shall work with Marquis on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. **Marquis Team Roles and Responsibilities**

   1) **Marquis Team Project Executive**
   The Marquis Team's Project Executives (Marquis and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the implementation throughout the project life cycle. The Project Executive shall advise the Marquis Team Project Manager and the State's Project leadership on the best practices for implementing the Marquis Driver License Fulfillment 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) **Marquis Team Project Manager**
   The Marquis 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 Marquis Implementation Team. The Marquis Team Project Manager will have the following responsibilities:

   - Maintain communications with the State's Project Manager;
   - Work with the State in planning and conducting a kick-off meeting;
   - Create and maintain the Work Plan;
   - Assign Marquis Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
   - Define roles and responsibilities of all Marquis Team members;

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- Provide as a minum BI-WEEKLY and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise; and
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) Marquis Team

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and acceptance testing; and
- Assist with the transition to production.

4) The Marquis Team

The Marquis team shall assume the following tasks:

- Development and review of functional and technical specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and

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- System Integration Testing.

B.   State Roles and Responsibilities

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

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1) **State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the Marquis team;
- Assist the Marquis Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the Marquis Project Manager of any urgent issues if and when they arise; and
- Assist the Marquis team staff to obtain requested information if and when required to perform certain project tasks.

2) **State Subject Matter Experts (SMEs)**

The role of the State SMEs 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 SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and

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- Assist in training end users in the use of the Marquis Software Solution and the business processes the Application supports.

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

   - Attend technical training as necessary to support the project;
   - Assist the State and Marquis Team Project Managers to establish the detailed Work Plan;
   - Manage the day-to-day activities of the State's technical resources assigned to the Project;
   - Work with State IT management to obtain State technical resources in accordance with the Work Plan;
   - Work with the Marquis Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
   - Work in partnership with the Marquis 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 Marquis will lead the overall effort with support and assistance from the State; and
   - Represent the technical efforts of the State at BI-WEEKLY project meetings.

4) **State Application DBA (OIT)**
   The role of the State Application DBA(s) is to work closely with the Marquis Team to install and maintain the Application environments throughout the duration of the project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

   - Work with Marquis to finalize machine, site, and production configuration;
   - Work with Marquis to finalize logical and physical database configuration;
   - Work with Marquis to install the Marquis tools, and Marquis Applications for the development and training environment;
   - Work with Marquis to clone additional application instances as needed by the application teams;
   - Work with Marquis upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
   - Work with Marquis and the Application teams to establish and manage an instance management plan throughout the project;

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- Work with Marquis to establish and execute backup and recovery procedures throughout the project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the project;
- Work with Marquis to define and test Application security, backup and recovery procedures; and
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Marquis Application user Ids; and.

5) State Network Administrator (OIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) State Testing Lead

The State's Testing Lead will lead and coordinate the State's testing efforts. Responsibilities include:

- Leading the development of system, integration, performance, and acceptance test plans;
- Leading system, integration, performance, and acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. THIRD PARTY SOFTWARE

The following third party Software will be required
A) PC OS

4. CONVERSIONS

The following Table 1 identifies the conversions within the scope of this Contract.

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Table 1: Planned Conversions

Conversion	Components, if applicable	Lead Responsibility	Description
Image	Photo	Marquis	Driver License or ID Photo
	Signature	Marquis	Driver License or ID Signature

A.   Conversion Testing Responsibilities

- The Marquis Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the project specifics, test the business process, and compare with the documented expected results.
- The Marquis Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Marquis Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Marquis Teams, shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Marquis Teams shall jointly verify and validate the accuracy and completeness of the conversions for acceptance testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 2 identifies the interfaces within the scope of this Contract and their relative assignment.

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Table 2: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
IBM Mainframe		Marquis	See Appendix H-J of RFP
MAAP		Marquis	See Appendix H-J of RFP

A. Interface Responsibilities

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

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6. APPLICATION MODIFICATION

Marquis will be responsible for all Application changes/ modifications and enhancements in accordance with the contract requirements.

7. PRELIMINARY WORK PLAN

The following Table 4 provides the preliminary agreed upon Work Plan for the Contract.

Table 4: High Level Preliminary NH Project Plan

ID	Name	Start_Date	Finish_Date	Duration	Predecessors
1	Project NH VISION Driver License Fulfillment	1/22/2008 8:00	5/27/2008 16:00	87.88 days	
2	Notice to Proceed	1/22/2008 8:00	1/22/2008 17:00	1 day	
3	Initiation Phase	1/23/2008 8:00	1/28/2008 17:00	4 days	2
4	Kickoff Meeting	1/23/2008 8:00	1/25/2008 12:00	2.5 days	
5	Review Requirements	1/23/2008 8:00	1/23/2008 12:00	4 hrs	
6	Review Internal System Rules	1/23/2008 13:00	1/23/2008 17:00	4 hrs	5
7	Preliminary System Acceptance Test Qualifications	1/24/2008 8:00	1/24/2008 9:00	1 hr	6
8	Discuss Reporting Options	1/24/2008 9:00	1/24/2008 11:00	2 hrs	7
9	Discuss Data Conversion	1/24/2008 11:00	1/24/2008 14:00	2 hrs	8
10	Review Card Design	1/24/2008 14:00	1/24/2008 16:00	2 hrs	9
11	Analyze and Document workflow and business rules	1/24/2008 16:00	1/25/2008 12:00	5 hrs	10
12	Card Design Signoff	1/25/2008 12:00	1/25/2008 12:00	0 days	11
13	Finalize Project Plan	1/25/2008 13:00	1/28/2008 17:00	1.5 days	4
14	Signoff by State	1/28/2008 17:00	1/28/2008 17:00	0 days	13
15	Functional Design Phase	1/29/2008 8:00	1/31/2008 17:00	3 days	3

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16	Finalize Functional Design	1/29/2008 8:00	1/31/2008 17:00	3 days	
17	Discuss Requirements	1/29/2008 8:00	1/29/2008 10:00	2 hrs	3
18	Design Conversion Process	1/29/2008 10:00	1/29/2008 12:00	2 hrs	17
19	Design Reports	1/29/2008 13:00	1/29/2008 15:00	2 hrs	18
20	Create Documentation for Solution	1/29/2008 15:00	1/31/2008 12:00	1.75 days	19
21	Adjust Project plan based on actual solution	1/31/2008 13:00	1/31/2008 17:00	4 hrs	20
22	Signoff by State	1/31/2008 17:00	1/31/2008 17:00	0 days	16
23	System Design Phase	2/1/2008 8:00	2/14/2008 17:00	10 days	3,15
24	Meeting to discuss proposed system	2/1/2008 8:00	2/1/2008 17:00	1 day	
25	MIDS personnel design session	2/4/2008 8:00	2/5/2008 17:00	2 days	24
26	Screen shots of modifications	2/6/2008 8:00	2/8/2008 17:00	3 days	25
27	Document system flow changes	2/11/2008 8:00	2/14/2008 17:00	4 days	26
28	Signoff by State	2/14/2008 17:00	2/14/2008 17:00	0 days	27
29	Consumables Requirements	2/15/2008 8:00	4/2/2008 17:00	32 days	23
30	Order Card Stock	2/15/2008 8:00	2/15/2008 17:00	1 day	
31	Order Laminate Stock	2/19/2008 8:00	2/19/2008 17:00	1 day	30
32	Order Ribbons	2/19/2008 17:00	2/19/2008 17:00	0 days	31
33	Card Stock Arrives	2/20/2008 8:00	4/2/2008 17:00	30 days	32
34	Hardware Requirements	2/1/2008 8:00	3/14/2008 17:00	30 days	15
35	Order Hardware	2/1/2008 8:00	2/1/2008 17:00	1 day	

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36	Receive State Development PC	2/4/2008 8:00	2/5/2008 17:00	2 days	35
37	Hardware received (Setup and Test)	2/6/2008 8:00	3/11/2008 17:00	24 days	36
38	Hardware Testing Complete	3/11/2008 17:00	3/11/2008 17:00	0 days	37
39	Conduct Unit and System Testing	3/12/2008 8:00	3/14/2008 17:00	3 days	38
40	Signoff by State	3/14/2008 17:00	3/14/2008 17:00	0 days	39
41	Development	2/15/2008 8:00	4/8/2008 17:00	36 days	
42	Development	2/15/2008 8:00	3/31/2008 17:00	30 days	23
43	Conduct Unit and System Testing	4/1/2008 8:00	4/2/2008 17:00	2 days	42
44	Signoff by State	4/2/2008 17:00	4/2/2008 17:00	0 days	43
45	Software Development	4/3/2008 8:00	4/8/2008 17:00	4 days	
46	Installation	4/3/2008 8:00	4/4/2008 17:00	2 days	44
47	Configuration	4/7/2008 8:00	4/7/2008 17:00	1 day	46
48	Test Infrastructure	4/8/2008 8:00	4/8/2008 17:00	1 day	47
49	Conduct Integration Testing	4/9/2008 8:00	4/16/2008 17:00	6 days	45
50	Signoff by State	4/16/2008 17:00	4/16/2008 17:00	0 days	49
51					
52	Conversion Process	2/15/2008 8:00	5/27/2008 12:00	69.5 days	
53	Receive Demographic information from DOS	2/15/2008 8:00	2/15/2008 12:00	0.5 days	23
54	Conversion Program Creation	2/15/2008 13:00	2/22/2008 12:00	4 days	53
55	Database Enrollment	2/22/2008 13:00	5/27/2008 12:00	65 days	
56	Primary Enrollment	2/22/2008 13:00	4/7/2008 12:00	30 days	54

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57	Secondary Enrollment	5/8/2008 13:00	5/27/2008 12:00	12 days	56,76
58					
59	SAT Review and Acceptance	4/9/2008 8:00	4/23/2008 17:00	11 days	
60	Prepare Training Curriculum	4/9/2008 8:00	4/9/2008 17:00	1 day	41
61	System Acceptance Test	4/10/2008 8:00	4/23/2008 17:00	10 days	
62	Formal System Testing	4/10/2008 8:00	4/18/2008 17:00	7 days	60
63	Formal User Training Manual Completed	4/21/2008 8:00	4/23/2008 17:00	3 days	62
64	SAT Acceptance	4/23/2008 17:00	4/23/2008 17:00	0 days	63
65	SAT Signed off by State	4/23/2008 17:00	4/23/2008 17:00	0 days	64
66					
67	User Acceptance Test (UAT)	4/24/2008 8:00	5/2/2008 17:00	7 days	
68	Formal UAT	4/24/2008 8:00	5/2/2008 17:00	7 days	59
69	UAT Signed off by State	5/2/2008 17:00	5/2/2008 17:00	0 days	68
70					
71	Workstation Setup	4/9/2008 8:00	5/15/2008 17:00	27 days	
72	Clone Workstations	4/9/2008 8:00	4/29/2008 17:00	15 days	41
73	Device Integration	4/30/2008 8:00	5/13/2008 17:00	10 days	72
74	Setup Travel Stations	5/14/2008 8:00	5/15/2008 17:00	2 days	73
75					
76	Launch System	5/5/2008 8:00	5/8/2008 12:00	3.5 days	
77	Users Training	5/5/2008 8:00	5/5/2008 17:00	1 day	67
78	Test System by Users	5/6/2008 8:00	5/6/2008 12:00	0.5 days	77
79	Prepare Report	5/6/2008 13:00	5/8/2008 12:00	2 days	78
80	Project Installation	5/8/2008 12:00	5/8/2008 12:00	0 days	79

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	Signoff				
81					
82	Statewide Office Installation	5/8/2008 13:00	5/27/2008 16:00	12.38 days	
83	Cutover to New System	5/8/2008 13:00	5/27/2008 12:00	12 days	
84	Headquarters	5/8/2008 13:00	5/13/2008 12:00	3 days	76
85	Team 1	5/13/2008 13:00	5/27/2008 12:00	9 days	
86	Western Region	5/13/2008 13:00	5/20/2008 12:00	5 days	84
87	Eastern Region	5/20/2008 13:00	5/27/2008 12:00	4 days	86
88	Team 2	5/13/2008 13:00	5/27/2008 12:00	9 days	
89	Central Region	5/13/2008 13:00	5/20/2008 12:00	5 days	84
90	Northern Region	5/20/2008 13:00	5/27/2008 12:00	4 days	89
91					
92	Weekly Conversion Process during implementation	5/20/2008 13:00	5/21/2008 12:00	1 day	
93	Import Images and Biographic data	5/20/2008 13:00	5/20/2008 14:00	1 hr	86,89
94	Data Quality Control	5/20/2008 14:00	5/20/2008 15:00	1 hr	93
95	Database Enrollment	5/20/2008 15:00	5/21/2008 12:00	6 hrs	94
96					
97	Weekly Conversion Process during implementation	5/27/2008 13:00	5/27/2008 16:00	0.38 days	
98	Import Images and Biographic data	5/27/2008 13:00	5/27/2008 14:00	1 hr	87,90
99	Data Quality Control	5/27/2008 14:00	5/27/2008 15:00	1 hr	98
100	Database Enrollment	5/27/2008 15:00	5/27/2008 16:00	1 hr	99

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101					
102	All System Documentation	5/27/2008 12:00	5/27/2008 12:00	0 days	85
103					
104	System Acceptance	5/27/2008 16:00	5/27/2008 16:00	0 days	92,97
105					
106	Project Close Out	5/27/2008 16:00	5/27/2008 16:00	0 days	97,92

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LICENSE GRANT

Marquis will acquire and hold the software license through the successful completion and/or termination of the Implementation of the project. During the development and Implementation of the project, Marquis will grant the State user rights to the Software and its associated documentation. At the successful completion and/or termination of the Implementation of the Project, the software license and full user rights will be reassigned to the State from Marquis, at the State's discretion.

Marquis hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive limited license to use the Driver License Fulfillment System Software, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the Driver License Fulfillment System 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.

1. DOCUMENTATION

Marquis shall provide the State with a sufficient number of hard copy versions of the Software's associated documentation and two (2) electronic versions in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by Marquis on such copies.

2. RESTRICTIONS

    a. Except as otherwise permitted under the Contract, the State agrees not to reverse assemble, reverse compile or otherwise derive a source code version of the Software.

3. TITLE

Marquis must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

4. MAINTENANCE WARRANTY

Marquis warrants that a program licensed to the State for a maintenance period shall operate in all material respects as described in the applicable program documentation for five (5) years after delivery as defined in the Support and Maintenance Contract Agreement. The State must notify Marquis of any service deficiencies with fixes or upgrades within ninety (90) days from performance of the services described in the ordering document.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Marquis' entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Marquis cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Marquis 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 Marquis cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to Marquis for the deficient services.

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5. VIRUSES

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

As a part of its internal development process, Marquis will use reasonable efforts to test the Software for viruses. Marquis shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Marquis shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. NON-INFRINGEMENT

Marquis warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") 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 Material infringe their intellectual property rights, Marquis shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies Marquis in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives Marquis control of the defense and any settlement negotiations; and
c. Gives Marquis 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 Marquis believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Marquis may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Marquis may end the license, and require return of the applicable Material and refund all fees the State has paid Marquis under the Contract. Marquis will not indemnify the State if the State alters the Material without Marquis' consent or uses it outside the scope of use identified in Marquis' user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Marquis 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 Marquis. Marquis will not indemnify the State to the extent that an infringement claim is based

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upon the combination of any Material with any products or services not provided by Marquis without Marquis' consent.

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WARRANTIES and WARRANTY SERVICES

1. WARRANTIES

1.1 Software

Marquis 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.

1.2 Services

Marquis 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.

1.3 Non-Infringement

Marquis warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") 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 Material infringe their on intellectual property rights, Marquis shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies Marquis in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives Marquis control of the defense and any settlement negotiations; and
c. Gives Marquis 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.

1.4 Viruses; Destructive Programming

Marquis 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.

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1.5 Compatibility

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

1.6 Personnel

Marquis 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. Marquis warrants that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

2. WARRANTY SERVICES

Marquis agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to, the individual modules or functions during the Warranty Period, at no additional cost to the State, in accordance with the specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the System in accordance with the Specifications, terms, and requirements of the Contract;
b. Repair or replace the System or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
c. Marquis shall have available to the State on-call telephone assistance, with issue tracking available to the State, ten (10) hours per day (7:00 AM to 5:00 PM) and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
d. On-site additional/remedial Services within four (4) business hours of a request;
e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State and share those upon request;
f. For all Warranty Services calls, Marquis 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. Metrics will be provided as requested by the State;
g. Marquis must work with the State to identify and troubleshoot potentially large-scale Software failures or deficiencies by collecting the following information: 1) mean time between reported deficiencies with the Software; 2) diagnosis of

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the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and

h. All deficiencies found during the Warranty Period and all deficiencies found with the Warranty Releases shall be corrected by Marquis no later than five (5) business days, unless specifically extended in writing by the State and at no additional cost to the State. . (See RFP Section 6.13:1.4: *Failure of Test; Retesting*)

In the event Marquis fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare Marquis in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return Marquis' product and receive a refund for all amounts paid to Marquis, including but not limited to, applicable license fees within ninety (90) days of notification to Marquis of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity; 4) and assess penalties as prescribed in RFP Section 6.20: Penalties and Contract Exhibit G: System Maintenance and Support Section 1.15.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days.

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TRAINING

All courses are to be offered on-site in New Hampshire and shall be available for up to forty (40) students. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available.

1.   Delivery Method

Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with. From in-class demonstrations led by experienced Marquis instructors, to realistic hands-on labs, Instructor-Led In Class courses provide a dynamic learning environment.

2.   Project Team Developed Training

2.1 End User Training Marquis and the State agree to an end user training approach to meet training objectives, including:

A) Initially train all employees to perform their required tasks in the Vision Driver License Fulfillment System; and
B) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
C) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

2.2 Training Plan

The MarquisTeam shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning, and 6) Provide training on enhancements to and/or changes to software and hardware throughout the contract.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user

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category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the COTS initiative.

2.3 Training Curriculum

Marquis shall develop a recommended training curriculum for the State of New Hampshire End Users.

2.4 Training Materials and End-User Documentation

The Marquis team shall lead the efforts to produce the training materials and end-user documentation.

3. Marquis Initial Training Plan

The goal of Marquis training is to allow New Hampshire DMV personnel to be self-reliant in all aspects of operations, system management and troubleshooting of the Driver License/ID System (DL/ID). Marquis has designed a comprehensive training plan that addresses the needs of the State of New Hampshire. The training plan is designed to provide initial, refresher, and on-going training for both Administrators and Operators. Marquis provides a very thorough training program designed to prepare the Image Capture Workstation operators for any circumstances that may occur during daily operation. The goal is to make every operator as comfortable as possible when they begin using the Image Capture Workstation. Marquis will accomplish this through the use of two hands-on training sessions for each operator. Training sessions will be divided into user groups for more in-depth exploration of relevant subject matter. Marquis will provide specific training sessions for Examiners, System Operators, I/S Help Desk Operators, and miscellaneous users. Training can be performed in the offices, at the dispersed driver services stations, or in a classroom environment at the descretion of the State. Training can range from instructor led one-on-one to group to "train the trainer". Marquis integrated digital driver license issuance system will support the training of new users without impacting the day-to-day operations or the integrity of the system. Marquis will work with the New Hampshire DMV to review and finalize the training plan. During training sessions operators will be instructed on:

- daily startup procedures (includes equipment verification and network/workstation login authentication)

- introduction to all components of the Image Capture Workstation

- hands-on instructions and usage of the Image Capture Workstation application in a test environment

- error handling procedures

- end-of-day reporting and daily shut-down procedures

- Image Capture Workstation hardware and software trouble-shooting

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Marquis will provide all the necessary training materials, user reference manuals and technical manuals to ensure a successful implementation of the DL/ID system. The User Reference Manual is a user-friendly document containing screen snapshots and instructions detailing the Image Capture Workstation functions and daily processes. In addition, the software application will incude an online Help Option, which provides further user assistance regarding Image Capture Workstation operations and troubleshooting.

3.1 Administrator Training

Marquis recognizes that administrator training is essential to the integrity of the system being implemented. Based on this understanding, the administrator will be required to go through the most comprehensive training of all New Hampshire DMV personnel.

A training curriculum will be supplied to each administrator detailing the training session. The administrator will go through the same operator training as described below in the Operator Training section, along with additional administrative training.

The purpose of administrator training is to ensure the New Hampshire DMV staff is self-reliant in all aspects of the Marquis system. The core training will consist of extensive use of all manuals and guides required by the State. The administrator will have the knowledge to fully administer the proposed system.

The System Administrator manual will describe the checks and balances built into the Marquis system. This manual will include the custom report writer, remote workstation management, basic instructions on writing and executing common SQL queries, report administration access and handling any other required administrative functions.

- The System Administrator manual will describe the hardware, its specifications, detailed description of database structure and technical information on configuration of servers and workstations.
- The Data Recovery Guide will include all knowledge documentation, manuals, software media for all hardware and software provided by the contractor.
- The Disaster Recovery Guide will contain a written plan to provide comprehensive disaster recovery procedure.

3.2 Operator Training

A training curriculum will be supplied to each operator detailing the material to be covered in the training session. Training will consist of hands-on-training with in-depth training on interacting with the DL/ID application and a detailed understanding of the peripherals connected to the capture station. This is to allow the operator to become proficient with each piece of equipment and become familiar with its functionality.

The daily startup procedures for both the equipment and the Image Capture Workstation will be covered. This will include turning on the workstation, cleaning equipment if required and verifying the functionality of the equipment before production begins for the day.

During the training class, the training personnel will utilize a test environment. Each transaction will require a password while on the test system. Using test data will allow office personnel to train on the equipment without disrupting the production system.

End-of-Day reporting and daily shutdown procedures will be taught, ensuring the equipment is shut down in the manner recommended by the hardware manufacturers.

Maintenance of the equipment will need to occur periodically depending on the component. All of the components of the Marquis system have been selected for their high reliability in an office environment. Each component has a maintenance schedule to be followed for maximum reliability. The schedule will be introduced to the users and maintenance required by the user will be demonstrated. The users will be required to perform the maintenance on the equipment to show their understanding of the process.

The cable-numbering diagram in the operator manual will be explained to the operator. This will allow the cable connection location to be identified if needed. At the completion of this exercise, the user will be able to determine if a cable is properly connected, and to reconnect the cable as needed to continue processing.

Marquis knows the importance of a well-trained operator who understands the training material. Training will continue until each operator is completely comfortable in producing DL/ID cards. During the training sessions New Hampshire DMV supervisors and Marquis will assess the strengths and needs of each DMV staff member in order to address any specific needs and refine the training approach.

Marquis will maintain an activity log for the purpose of recording and documenting the dates/times/locations of all training sessions, and in addition will record staff attendance and attendee training performance results. If requested, Marquis will provide the activity log detail and summary information to the New Hampshire DMV.

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Agency RFP with Addenda Incorporated
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State of NH Department of Safety DMV RFP 2008-024 (with Addendums 1 through 3)

Incorporated herein by reference.

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EXHIBIT N
MARQUIS PROPOSAL BY REFERENCE

The Marquis Proposal to Department of Safety RFP 2008-024 dated August 20, 2007 is incorporated herein by reference.

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Exhibit O
Certificate of Vote

A copy of the Marquis Certificate of Vote is incorporated herein.