



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

September 20, 2016

Her Excellency, Governor Margaret Wood Hassan  
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 enter into a contract amendment with MorphoTrust USA, Inc., (VC#206990-P001) Billerica, MA (formerly L-1 Identity Solutions Operating Company, Inc.) by extending the end date from February 28, 2017 to a new end date of February 28, 2018 and by increasing the amount by \$42,819.96, from \$565,902.00 to a total contract amount not to exceed \$608,721.96 for continued maintenance and support for the Automated Driver's License Testing (ADLT)/Scheduler system. All other terms and conditions remain in effect. The original contract was approved by Governor and Executive Council on January 27, 2010, item # 91, and was amended with Governor and Executive Council approval on June 20, 2012, item #223A, then amended again with Governor and Executive Council approval on February 25, 2015, item #63. Effective upon Governor and Council approval beginning March 1, 2017 through February 28, 2018. Funding source: 100% Agency Income (Cost of Collections).

Funds are available in the SFY2017 operating budget and contingent upon availability and continued appropriations in SFY2018 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  
024-500230 Maint. Other Than Build.-Grn – S/Ware Lic/Maint (Non Desktop)


<u>SFY2017</u>	<u>SFY2018</u>	<u>TOTAL</u>
\$14,273.32	\$28,546.64	\$42,819.96

### Explanation

This contract amendment provides for the continued maintenance and support for the Automated Driver's License Testing (ADLT)/Scheduler system while the Division of Motor Vehicles (DMV) prepares and issues a request for proposals and completes the competitive bid process for the ADLT/Scheduler system contract.

The Department of Safety (DOS), Division of Motor Vehicles (DMV) is directly responsible for examining, and licensing operators of all types of motor vehicles, both non-commercial and commercial. The DMV currently administers written tests and road tests to license applicants at the Concord office and at 13 substations throughout the state. Each year, an estimated 22,000 applicants complete the written test for the standard operator's license, with another 9,000 taking one or more CDL or school bus knowledge exams. The ADLT/Scheduler system will continue to provide a user-friendly automated system to administer and track licensing examinations and test results for non-commercial operators and all classes of commercial drivers. The system will also continue to help alleviate fraud as the tests are randomly changed.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

July 14, 2016

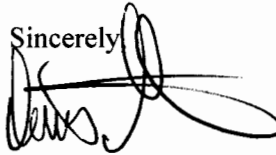
John J. Barthelmes  
Commissioner  
Department of Safety  
33 Hazen Drive  
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request for the Department of Safety to enter into a contract amendment with MorphoTrust USA, Inc, Billerica, MA 01821 as described below and referenced as DOIT No. 2010-026C.

This request is to approve a contract amendment with MorphoTrust to continue to provide maintenance and support for the Automated Driver's License Testing System and Scheduler System for the Department of Safety, Division of Motor Vehicles (DMV). The contact amendment includes funding for \$42,819.96, increasing the total amount from \$565,902,00 to not exceed \$608,721.96 effective upon March 1, 2017.

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

Sincerely  
  
Denis Goulet

DG/mh

cc: Michael O'Neil, ASD Director

Amendment 3  
Automated Driver License Testing System  
Contract 2010-026

This Agreement (hereinafter called the "Amendment") is by and between MorphoTrust USA, LLC, (VC# 206990-P001 ), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on January 27, 2010, Item # 91, amended by Amendment 1 approved by the Governor and Executive Council on June 20, 2012, Item #223A, and amended by Amendment 2 approved by the Governor and Executive Council on February 25, 2015, Item #63, L-1 Identity Solutions Operating Company Inc. of Chicago, IL, now MorphoTrust USA, LLC, 296 Concord Road, Ste 300, Billerica, MA 01821, agreed to supply certain services 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 Section 13.17 Amendment, of the Statement of Work, the Agreement may be amended only by an instrument in writing signed by the parties thereto and only after approval by the Governor and Executive Council;

WHEREAS, MorphoTrust USA, LLC, and the DOS have agreed to amend the Agreement;

WHEREAS, the DOS agrees to increase the Agreement price by up to \$42,819.96 to bring the total Agreement price to not exceed \$608,721.96 for maintenance and support for a period of up to twelve months commencing on March 1, 2017;

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

The Agreement is hereby amended as follows:

1. Amend the General provisions, Section 1.7 Completion Date is extended for a period of up to twelve months commencing on March 1, 2017 through February 28, 2018.
2. Amend the General provisions, Section 1.8 by increasing the Price Limitation by up to \$42,819.96 from \$565,902.00 to not to exceed \$608,721.96.
3. Exhibit B, Price and Payment Schedule is amended to add the following to Table B-3:

Table B-3 – Implementation, Licenses and Extended Maintenance which make up the total contract price

AutoTest Maintenance March 1, 2017 - February 28, 2018	\$2,943.33 per month
Scheduler Maintenance March 1, 2017 - February 28, 2018	\$625.00 per month

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, Amendment 1, Amendment 2 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.

Date 7/7/16 Initials ML

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.

MorphoTrust USA, LLC

By: [Signature]  
Title CEO

Date: 7/7/16

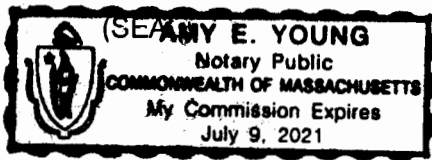
Corporate Signature Notarized:

STATE OF Massachusetts  
COUNTY OF Middlesex

On this the 7th day of July, 2016, before me, Amy Young, the undersigned Officer ROBERT ECKEL, personally appeared and acknowledged her/himself to be the CEO, of MORPHOTRUST USA LLC, a corporation, and that she/he, as such CEO 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 CEO.

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

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires: 7/9/21



STATE OF NEW HAMPSHIRE  
Department of Safety


By: [Signature]

Date: 9/19/16

Date 7/7/16 Initials M

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

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General


On: 7/22/16

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date 7/7/16 Initials 

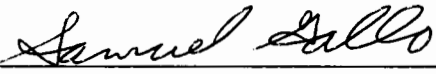
SECRETARY'S CERTIFICATE

MORPHOTRUST USA, LLC

I, Samuel Gallo , certify that I am Assistant Secretary of MorphoTrust USA, LLC, a Delaware limited liability company (the "Company") and that I have been duly appointed and am presently serving in such capacity.

I hereby certify that pursuant to a resolution of the Board of Directors, Robert Eckel, President and Chief Executive Officer is duly authorized and empowered by the Company to sign all contractual instruments of the Company and that such power has not been modified or revoked and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand under the corporate seal of the Company this 7th day of July, 2016.

BY   
Samuel Gallo  
Assistant Secretary  
MorphoTrust USA, LLC

SECRETARY'S CERTIFICATE

MORPHOTRUST USA, LLC

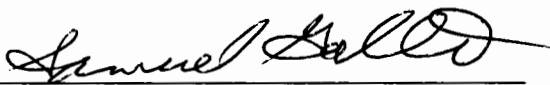
I, Samuel Gallo , certify that I am Assistant Secretary of MorphoTrust USA, LLC, a Delaware limited liability company (the "Company") and that I have been duly appointed and am presently serving in such capacity.

I hereby certify that on December 31, 2013, the Board of Directors adopted the following resolution:

**RESOLVED**, that the President and Chief Executive Officer of the Company shall have power and general authority to:

Subject to the direction and control of the Board, the Chief Executive Officer shall be the principal executive officer of the Company and shall in general supervise and control all of the business and affairs of the Company. The President shall have such powers and duties as the Board or the Chief Executive Officer may prescribe or delegate to the President. If there shall be no Chief Executive Officer appointed, then the President shall be the Chief Executive Officer and shall have all the powers and duties of the Chief Executive Officer.

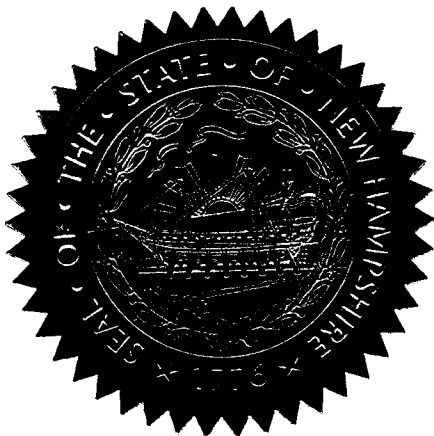
IN WITNESS WHEREOF, I have hereunto set my hand under the corporate seal of the Company this 7th day of July, 2016.

BY   
Samuel Gallo  
Assistant Secretary  
MorphoTrust USA, LLC

# 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 MorphoTrust USA, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 23, 2007. 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 5<sup>th</sup> day of July, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2016

**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).**

<b>PRODUCER</b> Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201 Attn: Dallas.Certs@marsh.com      Fax: 212-948-0519	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> United Specialty Ins. Co.		_____
<b>INSURER B :</b> National Union Fire Ins Co Pittsburgh PA		19445
<b>INSURER C :</b> Liberty Insurance Corporation		42404
<b>INSURER D :</b> _____		_____
<b>INSURER E :</b> _____		_____
<b>INSURER F :</b> _____		_____

**COVERAGES**      **CERTIFICATE NUMBER:** HOU-002578202-22      **REVISION NUMBER: 7**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		BTO1618446	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		19086643	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ _____
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	WA7-64D-438914-056 (AOS) WC7-641-438914-066 (WI)	07/01/2016 07/01/2016	07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Contract # 2010-026, Automated Driver License Testing System  
Certificate Holder is included as Additional Insured under the General Liability policy as their interest may appear, but only to the extent such status is required under their written contract / agreement with the Named Insured.

## CERTIFICATE HOLDER      CANCELLATION

New Hampshire Department of Safety Attn: Arthur Garlow, Assistant Director 33 Hazen Drive Concord, NH 03305	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

RQ# 152992

JOHN J. BARTHELMES  
COMMISSIONER

January 21, 2015

GC# 63

02-25-2015

Her Excellency, Governor Margaret Wood Hassan  
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 an option to extend the original contract with MorphoTrust USA, Inc., (VC#206990-P001) Billerica, MA for two additional years from February 28, 2015, through February 28, 2017, and to increase the contract amount by \$85,640.00, raising the total amount from \$480,262.00 to \$565,902.00, for the purpose of providing continued maintenance and support for the Automated Driver's License Testing (ADLT) and Scheduler system. All other terms and conditions of the original contract, approved by Governor and Council on January 27, 2010, item #91, and the amendment, approved by Governor and Council on June 20, 2012, item #223A, shall remain in full force and effect. This contract extension shall be effective upon Governor and Executive Council approval or on March 1, 2015, whichever is later. Funding source: 100% Highway Funds.

Funds are available in the following account in the SFY2015 operating budget and contingent upon 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	<u>SFY2015</u>	<u>SFY2016</u>
024-500230	Maint. Other than Buildings- GRN – S/Ware Lic/Maint (Non Desktop)	\$42,820.00	\$42,820.00
	<b>TOTAL</b>		<b>\$85,640.00</b>

### Explanation

This contract extension, in accordance with Section 2.1 "Term" of the original contract with L-1 Identity Solutions Operating Company Inc., now MorphoTrust USA, Inc., provides for the continued maintenance and support for the Automated Driver's License Testing (ADLT) and Scheduler system. The ADLT system provides a user-friendly automated system to administer and track licensing examinations and test results for non-commercial operators and all classes of commercial drivers. The system also continues to help alleviate fraud as the tests are randomly changed. The Department of Safety (DOS), Division of Motor Vehicles (DMV), is directly responsible for examining and licensing operators of all types of motor vehicles, both non-commercial and commercial. The DMV currently administers written tests and road tests to license applicants at the Concord office and at 13 substations throughout the state. Each year, an estimated 22,000 applicants complete the written test for the standard operator's license, with another 9,000 applicants taking one or more CDL or school bus knowledge exams.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner



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

Steven J. Kelleher  
*Acting Commissioner*

January 15, 2015

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 amend a contract with MorphoTrust USA, Inc. to extend the term of services for their Driver License Testing application through February 28, 2017, as described below and referenced as DoIT No. 2010-026B.

The Automated Driver Licensing Test (ADLT) System provides a user-friendly, fraud resistant, automated system to administer and track licensing examinations and test results for non-commercial operators and all classes of commercial drivers. The System also enables users to schedule written and road tests. Upon Governor and Executive Council approval this amendment extends the contract by two years through February 28, 2017. This Amendment increases the total Contract price limit from \$480,262 by \$85,640 to \$565,902.

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

Sincerely,

Steven J. Kelleher

SJK/dcp  
DOIT 2010-026B

cc: David Perry, Contracts Manager, Bureau of Finance & Administration  
Bart Bronson, DOIT/DOS IT Lead

Amendment 2  
Automated Driver License Testing System  
Contract 2010-026

This Agreement (hereinafter called the "Amendment") is dated this 18<sup>th</sup> day of December, 2014, and is by and between MorphoTrust USA, LLC, (VC# 206990-P001 ), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on January 27, 2010, Item # 91, and amended by Amendment 1 approved by the Governor and Executive Council on June 20, 2012, Item #223A, L-1 Identity Solutions Operating Company Inc. of Chicago, IL, now MorphoTrust USA, LLC, 296 Concord Road, Ste 300, Billerica, MA 01821, agreed to supply certain services 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 Section 2.1 Term, of the Statement of Work, the Agreement may be extended for up to an additional two (2) years, but not beyond February 28, 2017;

WHEREAS, pursuant to Section 13.17 Amendment, of the Statement of Work, the Agreement may be amended only by an instrument in writing signed by the parties thereto and only after approval by the Governor and Executive Council;

WHEREAS, MorphoTrust USA, LLC, and the DOS have agreed to amend the Agreement;

WHEREAS, the DOS agrees to increase the Agreement price by \$85,640.00 to bring the total Agreement price to \$565,902.00 for maintenance and support up to February 28, 2017;

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

The Agreement is hereby amended as follows:

1. Amend the General provisions, Section 1.7 Completion Date is extended for a period of up to two (2) years but not beyond February 28, 2017.
2. Amend the General provisions, Section 1.8 by increasing the Price Limitation by \$85,640.00 from \$480,262 to not to exceed \$565,902.00.
3. Exhibit B, Price and Payment Schedule is amended to add the following to Table B-3:

Table B-3 – Implementation, Licenses and Extended Maintenance which make up the total contract price

AutoTest Maintenance year 6 March 1, 2015 - February 28, 2016	\$35,320
Scheduler Maintenance year 6 March 1, 2015 – February 28, 2016	\$7,500
AutoTest Maintenance year 7 March 1, 2016 - February 28, 2017	\$35,320
Scheduler Maintenance year 7 March 1, 2016 – February 28, 2017	\$7,500
<b>TOTAL Amendment not to exceed</b>	<b>\$85,640</b>

Date 12/18/14 Initials MM

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, Amendment 1 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.

MorphoTrust USA, LLC

By: [Signature]  
Title ROBERT ECKEL, CEO

Date: 12/18/14

Corporate Signature Notarized:

STATE OF Massachusetts

COUNTY OF Middlesex

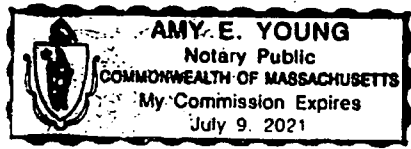
On this the 18<sup>th</sup> day of December, 2014, before me, AMY YOUNG, the undersigned Officer ROBERT ECKEL, personally appeared and acknowledged her/himself to be the CEO, of MORPHOTRUST USA LLC, a corporation, and that she/he, as such CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as CEO.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires: 7/9/21

(SEAL)



Date 12/18/14 Initials [Signature]


STATE OF NEW HAMPSHIRE  
Department of Safety

By: 

Date: 01/16/2015

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

OFFICE OF THE ATTORNEY GENERAL

By:   
~~Assistant Attorney General~~

On: 1/20/15

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

MV-DL-05-2012-01

Special HC to Volt 6-13-12



State of New Hampshire

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

GAC 6-20-12  
#223A

JOHN J. BARTHELMES  
COMMISSIONER

June 6, 2012

RQH 128996

His Excellency, 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 amend the contract approved by the Governor and Executive Council on January 27, 2010, as item # 91, with L-1 Identity Solutions Operating Company Inc., now MorphoTrust USA, Inc., 296 Concord Road, Ste 300, Billerica, MA 01821 (VC# 206990-P001), to increase the total contract price by \$14,800.00, from \$465,462.00 to \$480,262.00 to provide French and Spanish language translation, services and support to enhance the Automated Driver License Testing (ADLT) system. The amendment shall be effective upon Governor and Executive Council approval with all other terms and conditions of the contract remaining in full force and effect. Funding source: 100% Highway Funds.

Funds are available in the following account in SFY2012:

02-23-23-233015-23110000	Dept. of Safety	Division of Motor Vehicles	<u>SFY2012</u>
103-5002664	Contracts for Operational Services		\$14,800

Explanation

The contract with L-1 Identity Solutions Operating Company, Inc., now MorphoTrust USA, Inc., in the amount of \$465,462.00, provided the Division of Motor Vehicles with the necessary software, services, licenses and warranties to install the automated ADLT system. The ADLT system provides a user friendly automated system to administer and track licensing examinations and test results for non-commercial operators and all classes of commercial drivers. The system also helps in alleviating fraud as the tests can be randomly changed.

This amendment is being requested to add French and Spanish language translation, audio narration, implementation and support to enhance the ADLT system at a one time cost of \$14,800. This will provide ADLT testing for non-commercial Driver License applicants who speak the French and Spanish languages without the need for interpreters to be present when they complete the required test for a non-commercial driver license. All applicants will still need to recognize and understand signs and other media in the English language relative to safely operating a motor vehicle in the State of New Hampshire, only the non-commercial driver license test questions are being translated into French and Spanish.

This amendment will enhance the customer service and available services at the Division of Motor Vehicles. There is no additional cost for future years support and warranties for the French and Spanish language enhancement.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

Amendment  
Automated Driver License Testing System  
Contract 2010-026

This Agreement (hereinafter called the "Amendment") is dated this 4th day of June, 2012, and is by and between MorphoTrust USA, Inc., (VC# 206990-P001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, on January 27, 2010, Item # 91 (herein after referred to as the "Agreement"), L-1 Identity Solutions Operating Company Inc. of Chicago, IL, now MorphoTrust USA, Inc., 296 Concord Road, Ste 300, Billerica, MA 01821, agreed to supply certain services 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 Agreement, Section 13.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, MorphoTrust USA, Inc., and the DOS have agreed to amend the Agreement;

WHEREAS, the DOS agrees to increase the Agreement price by \$14,800 to bring the total Agreement price to \$480,262;

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

The Agreement is hereby amended as follows:

1. Amend the General Provisions, Section 1.8 by increasing the Price Limitation by \$14,800 from \$465,462 to \$480,262.
2. Exhibit A, Contract Deliverables is amended to add the following to Table A-1:

Table A-1 – Deliverables

Activity, Deliverable or Milestone	Item Type	Proposed Date
1. Add Spanish and French language translation, audio narration, implementation and support through the term of the Agreement to existing AutoTest New Hampshire based General Knowledge and Motorcycle Tests	Software	Within 90 days of approval of the Amendment

3. Exhibit B, Price and Payment Schedule is amended to add the following to Table B-1:



Table B-1 – Implementation Activities / Deliverables / Milestones and Pricing

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment
1. Add Spanish and French language translation, audio narration, implementation and support to existing AutoTest New Hampshire based General Knowledge and Motorcycle Tests,	Within 90 days of approval of the Amendment	\$14,800

Pricing for the item in Table B-1 above is a one time cost, not to exceed \$14,800, per the attached MorphoTrust, Inc., quotation and includes all license, warranty and support costs through the contract expiration date of February 28, 2015, and for any extension amendment to the contract.

**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:

MorphoTrust USA, Inc.

By: [Signature]  
Title CEO

Date: 6-4-12

Corporate Signature Notarized:

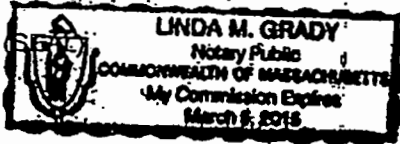
STATE OF MASS  
COUNTY OF Middlesex

On this the 4th day of June, 2012, before me, Robert Eckel, the undersigned Officer \_\_\_\_\_, personally appeared and acknowledged her/himself to be the CEO of MorphoTrust USA, Inc., a corporation, and that she/he, as such CEO 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 CEO

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires: March 5, 2015



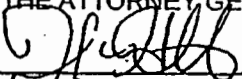
STATE OF NEW HAMPSHIRE  
Department of Safety

By: [Signature]

Date: 6-8-12

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

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General  
David M. Hill

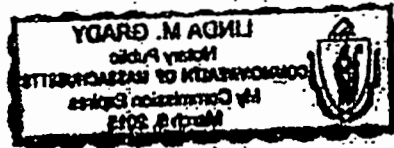
On: 6/13/12

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



D2: amended pag 142 next to  
date 1.15.10

State of New Hampshire

G+C 1/27/10  
# 91

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
603/271-2559

JOHN J. BARTHELMES  
COMMISSIONER OF SAFETY

EARL M. SWEENEY  
ASSISTANT COMMISSIONER

January 12, 2010

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

402,597

Requested Action

1. Authorize the Department of Safety, Division of Motor Vehicles, to enter into a contract with L-1 Identity Solutions Operating Company, Inc., 14438 Collection Center Drive, Chicago, IL 60693, (VC#206990), in the amount of \$465,462.00 to provide the software and services required to successfully install an Automated Driver License Testing (ADLT) system. The term of the contract shall be January 13, 2010 or date of Governor and Council approval, whichever is later, through February 28, 2015. Funding source: 100% Federal Funds.

Funding of \$402,597 for SFY 2010 is available in the following account:

02-23-23-233010-7414 Dept. of Safety Division of Motor Vehicles DMV Technology Upgrades  
037-500166 Computer Server Hardware - New

Funding of \$62,865 for SFY 2014 and SFY 2015 extended warranties is anticipated to be available in a future operating budget.

2. Pursuant to Administrative Rule #311.07 (5) and subject to the approval of requested action #1, authorize the Department of Safety, Division of Motor Vehicles, to make an advanced payment for extended warranties for SFYs 2011, 2012 and 2013 in the amount of \$102,870.00 to L-1 Identity Solutions Operating Company, Inc., (VC #206990) for warranties which extend past the expiration date of the grant (April 30, 2010) through SFY 2013. Effective upon Governor and Council approval through April 30, 2010. Funding source: 100% Federal Funds

505,467

402,597  
102,870  
505,467

Funding is available in the following account:

02-23-23-233010-7414 Dept. of Safety Division of Motor Vehicles DMV Technology Upgrades  
037-500166 Computer Server Hardware - New

### Explanation

The Department of Safety (DOS), Division of Motor Vehicles (DMV) is directly responsible for identifying, examining, and licensing operators of all types of motor vehicles, both non-commercial and commercial. The DMV currently administers written tests and road tests to license applicants at a central location in Concord and at 14 remote substations throughout the state. Each year, an estimated 22,000 applicants sit for the written test for the standard operator's license, with another 9,000 taking one or more CDL or school bus knowledge exams. Currently, all exams are administered manually, using paper test forms and answer sheets that are then corrected and scored manually by the examiner. Completed exam forms must then be scanned or microfilmed and are retained for five years at the Concord DMV headquarters office.

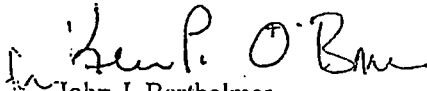
This ADLT system will provide a user-friendly automated system to administer and track licensing examinations and test results for non-commercial operators and all classes of commercial drivers. The system will also enable the users to schedule their written examination and road test in advance via the Internet. The system will help alleviate fraud as the tests can be randomly changed.

The contract work will be completed by the expiration date of the grant award (April 30, 2010). Warranties will extend beyond the end date of the grant, through February 28, 2015. These extended warranties will be included in the cost of the equipment and will be paid for in advance with grant funds which expire on April 30, 2010.

In order to procure this service, RFP 2010-026 was constructed by a joint team of personnel from the Department of Safety, Division of Motor Vehicles and DoIT members imbedded at the Department of Safety. The RFP was issued October 2, 2009 and closed on November 10, 2009. It was posted to the Purchase and Property Web Site and also sent to a DoIT vendor list of several hundred technology vendors. It ultimately produced three proposals from vendors who currently produce automated driver license testing systems for other states. All three vendors were invited to present their respective systems which they did. Demos were held in half-day sessions on November 19 and 20, 2009. The following four DOS and DoIT personnel formed the review panel and scored based upon the matrix in the attachment herein: Dennis Roffman, IT Manager, DoIT at DOS; William Haynes, Chief of Licensing, DOS; Jeffrey Oberdank, DMV Licensing Officer, DOS; and William Joseph, Licensing Supervisor, DOS. All scoring members of the selection team attended the vendor presentations. L-1 obtained the highest score in the scoring model set forth in the RFP and the selection team felt they were also the best value.

In the event that the Federal funds become no longer available, General Funds/Highway Funds will not be requested to support this program.

Respectfully submitted,

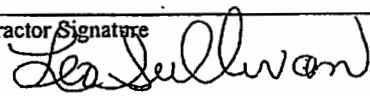
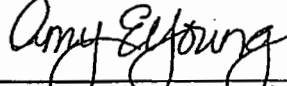
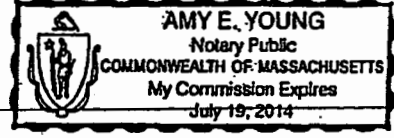
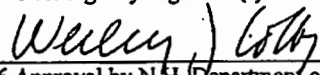
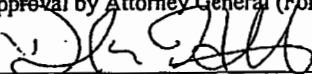
  
John J. Barthelmes,  
Commissioner of Safety

STATE OF NEW HAMPSHIRE  
 DÉPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026  
 CONTRACT AGREEMENT

(01/09)

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

**GENERAL PROVISIONS**

1.1 State Agency Name The Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03301	
1.3 Contractor Name L-1 Identity Solutions Operating Company, Inc.		1.4 Contractor Address 296 Concord Road Billerica, MA 01821	
1.5 Contractor Phone Number (978) 215-2500	1.6 Account Number 02-23-23-233010- 7414	1.7 Completion Date February 28, 2015	1.8 Price Limitation \$465,462
1.9 Contracting Officer for State Agency Wesley Colby		1.10 State Agency Telephone Number Tel: (603) 271-2589	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Leo Sullivan, President, Secure Credentialing Division	
1.13 Acknowledgement: State of <u>ma</u> , County of <u>Middlesex</u> On <u>Jan 13, 2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Amy E. Young NOTARY PUBLIC</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory <u>Wesley J. Colby Dir</u>	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  DAVID M. HILTS Assistant Attorney General, On: <u>1/14/10</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

TABLE OF CONTENTS

TERMS AND DEFINITIONS.....4

1. CONTRACT DOCUMENTS .....10

    1.1 CONTRACT DOCUMENTS .....10

    1.2 ORDER OF PRECEDENCE.....10

    1.3 NON-EXCLUSIVE, FIRM FIXED PRICE CONTRACT .....11

2. CONTRACT TERM.....11

    2.1 TERM .....11

3. COMPENSATION.....11

    3.1 CONTRACT PRICE .....11

4. CONTRACT MANAGEMENT .....12

    4.1 L-1 CONTRACT MANAGER .....12

    4.2 L-1 PROJECT MANAGER .....12

    4.3 L-1 KEY PROJECT STAFF .....13

    4.4 STATE CONTRACT MANAGER .....14

    4.5 STATE PROJECT MANAGER .....14

    4.6 STATE MEETINGS AND REPORTS.....15

    4.7 STATE-OWNED DOCUMENTS AND DATA .....15

    4.8 RECORDS RETENTION AND ACCESS REQUIREMENTS.....16

    4.9 ACCOUNTING REQUIREMENTS .....16

    4.10 BACKGROUND CHECKS .....16

5. DELIVERABLES.....17

    5.1 DELIVERABLES AND SERVICES.....17

    5.2 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE.....17

    5.3 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE.....17

6. SOFTWARE.....17

    6.1 COTS SOFTWARE AND DOCUMENTATION .....17

    6.2 COTS SOFTWARE SUPPORT AND EXTENDED WARRANTY .....17

    6.3 CUSTOM SOFTWARE AND DOCUMENTATION .....17

    6.4 CUSTOM SOFTWARE SUPPORT AND EXTENDED WARRANTY.....18

7. WARRANTY.....18

8. SERVICES.....18

    8.1 ADMINISTRATIVE SERVICES.....18

    8.2 IMPLEMENTATION SERVICES.....18

    8.3 TESTING SERVICES .....18

    8.4 TRAINING SERVICES .....18

    8.5 EXTENDED WARRANTY AND SUPPORT SERVICES.....18

9. WORK PLAN DELIVERABLE.....18

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2010-026 Contract-Statement of Work v.9 08-11-08

Initial All Pages:

L-1's initials: AS

1/13/2010

Page 2 of 32

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

10.	CHANGE ORDERS.....	19
11.	INTELLECTUAL PROPERTY .....	19
11.1	STATE'S BUSINESS .....	19
11.2	L-1'S MATERIALS .....	20
11.3	COPYRIGHT.....	20
11.4	CUSTOM SOFTWARE SOURCE CODE.....	20
11.5	SURVIVAL.....	20
12.	USE OF STATE'S INFORMATION, CONFIDENTIALITY .....	20
12.1	USE OF STATE'S INFORMATION.....	20
12.2	STATE CONFIDENTIAL INFORMATION .....	21
12.3	L-1 CONFIDENTIAL INFORMATION .....	21
12.4	SURVIVAL.....	21
13.	GENERAL PROVISIONS .....	22
13.1	CONDITIONAL NATURE OF CONTRACT .....	22
13.2	COMPLIANCE BY L-1 WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.....	22
13.3	REGULATORY/GOVERNMENT APPROVALS .....	23
13.4	ACCESS/COOPERATION .....	23
13.5	PERSONNEL.....	23
13.6	DISPUTE RESOLUTION .....	23
13.7	TERMINATION.....	24
13.8	FORCE MAJEURE .....	27
13.9	L-1'S RELATION TO THE STATE.....	27
13.10	ASSIGNMENT, DELEGATION AND SUBCONTRACTS .....	27
13.11	INDEMNIFICATION .....	28
13.12	LIMITATION OF LIABILITY .....	28
13.13	INSURANCE.....	29
13.14	WORKERS' COMPENSATION .....	30
13.15	WAIVER IN EVENT OF DEFAULT .....	30
13.16	NOTICE .....	31
13.17	AMENDMENT .....	31
13.18	CONSTRUCTION OF CONTRACT AND TERMS .....	31
13.19	THIRD PARTIES .....	31
13.20	HEADINGS.....	31
13.21	CONTRACT EXHIBITS.....	31
13.22	SPECIAL PROVISIONS.....	31
13.23	SEVERABILITY .....	32
13.24	VENUE AND JUSTIFICATION.....	32
13.25	SURVIVAL .....	32
13.26	ENTIRE CONTRACT.....	32



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**TERMS AND DEFINITIONS**

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Test	A test performed by the end user to determine if the system is working according to the specifications in the contract
Automated Driver License Testing System (ADLTS)	The L-1 supplied application which fulfills the requirements of RFP 2010-026 Automated Driver License Testing System.
Agreement	A contract duly executed and legally binding.
Application	The L-1 Driver License Testing System
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that L-1 has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and L-1 Identity Solutions Operating Company, Inc., which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor	L-1 Identity Solutions Operating Company, Inc (L-1).
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and L-1 who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
COTS	Commercial-off-the-shelf software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	State's records, files, forms, and other documents or information in either electronic or paper form that shall be used

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

	during the Contract Term.
DBA	Database administrator
Deficiencies	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency – Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance.</p> <p><b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written Software or Non-Software Deliverable (letter, report, manual, book, other), provided by L-1 to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established pursuant to Revised Statutes Annotated, Chapter 21-R
Deposit Materials	A copy of the current ADLTS executable code kept by the Escrow Agent
Documentation	All information that describes the installation, configuration, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Escrow Agent	The chosen agent is Iron Mountain who will safeguard and store the Deposit Materials which it will release to the State upon the occurrence of a Release Event as set forth in the

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK**

	escrow agreement.
Extended Warranty Services	Services performed after the initial one year Warranty period by L-1 to insure the Automated Driver License Testing system continues to perform according to Specifications
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of L-1's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Installation Testing	Testing of the Automated Driver License System where the components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation:: training, business and technical procedures.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by L-1 as essential to work on the Project.
L-1 Team	Team composed of L-1 personnel as proposed in the L-1 proposal (SOW Section 1.2 d.) completing the requirements of the Contract
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's written direction to L-1 to begin work on the Contract on a given date and time.
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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK**

Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in SOW Section 4.
Proposal	Contracted vendor's written proposal submitted in response to RFP 2010-026, to include Best and Final Offer if any.
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.
Release Event	An event listed in Exhibit J Section 5.3, such as L-1 becoming subject to a bankruptcy, which triggers the Escrow Agent to release the Deposit Materials to the State.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the review period will be five (5) business days.
RFP (Request for Proposal)	Department of Safety Request For Proposal 2010-026
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by L-1 on the Project as described in the Contract.
Software	L-1 Automated Driver License Testing System Software provided by L-1 under the Contract
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
SOW	Statement Of Work
Specifications	The written specifications that set forth the requirements which include, without limitation: this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK**

State	State is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301
State 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 New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by L-1 to perform services under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through February 28, 2015
Transition Services	Services and support provided when L-1 is supporting system changes.
Training Plan	Plan developed by L-1 which described in Exhibit L 2 d.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Vendor	L-1 Identity Solutions Operating Company, Inc.
Warranty Period	That period following Acceptance/provision of a product

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

	during which L-1 shall provide Warranty Services/support to the State at no charge, subject to any extensions for defect correction.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by L-1 either in paper or electronic format.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK**

This Contract is by and between the State of New Hampshire, acting through The Department of Safety ("State"), and L-1 Identity Solutions Operating Company, Inc., (L-1), having its principal place of business at 296 Concord Road, Billerica, MA 01821.

The purpose of this Contract is to procure a Commercial Off The Shelf (COTS) software package for the Department of Safety, Division of Motor Vehicles (DMV) to install an Automated Driver License Testing System (ADLTS).

**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 Service
- g. Exhibit F Testing Services
- h. Exhibit G Extended Warranty and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Agency RFP with Addendums, by reference
- o. Exhibit N Contractor Proposal, and Best and Final Offer by reference
- p. Exhibit O Certificates and Attachments

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in Section 13: *General Provisions*;
- b. State of New Hampshire, Department of Safety Contract 2010-026;
- c. RFP 2010-026 Automated Driver License Testing System, dated October 2nd, 2009 with addenda one through five as incorporated therein;
- d. The Contractor Proposal, dated November 10, 2009 as modified by BAFO dated December 14, 2009; and then
- e. *The IT Project Required Work Procedures*, Section G-2 of RFP 2010-026.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

1.3 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) 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. L-1 shall not be responsible for any delay, act, or omission of such other contractors, except that L-1 shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of L-1.

2. CONTRACT TERM

2.1 Term

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

The Contract shall begin on the Effective Date and extend through February 28, 2015. The Term may be extended for up to an additional two (2) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond February 28, 2017.

L-1 shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require L-1 to commence work prior to the Effective Date; however, if L-1 commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of L-1. In the event that the Contract does not become effective, the State shall be under no obligation to pay L-1 for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

The parties' agree that time is of the essence in the performance of L-1's obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

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



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**4. CONTRACT MANAGEMENT**

The Project will require the coordinated efforts of a Project Team consisting of both L-1 and State personnel. L-1 shall provide all necessary resources to perform its obligations under the Contract. L-1 shall be responsible for managing the Project to its successful completion.

**4.1 L-1 Contract Manager**

L-1 shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. L-1's Contract Manager is:

Jim Marsh  
Account Director  
296 Concord Road, Third Floor  
Billerica, MA 01821  
Tel: 978-215-2614  
Fax: 978-215-2500  
Email: [jmarsh@L1id.com](mailto:jmarsh@L1id.com)

**4.2 L-1 Project Manager**

**4.2.1 Contract Project Manager**

L-1 shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. L-1's selection of L-1 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 L-1 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of L-1's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**4.2.2** L-1 Project Manager shall have full authority to make binding decisions under the Contract, and shall function as L-1's representative for all administrative and management matters. L-1's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. L-1's Project Manager shall 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. L-1's Project Manager shall work diligently and use his/ her best efforts on the Project. L-1's Project Manager shall be qualified to perform the obligations required of the position under the Contract.

**4.2.3** L-1 shall not change its assignment of L-1 Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of L-1's Project Manager shall not be unreasonably withheld. The replacement Project

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

Manager shall have comparable or greater skills than L-1 Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. L-1 shall assign a replacement L-1 Project Manager within ten (10) business days of the departure of the prior L-1 Project Manager, and L-1 shall continue, during the ten (10) business day period, to provide competent Project management Services through the assignment of a qualified interim L-1 Project Manager.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its sole discretion, to terminate the Contract, declare L-1 in default and pursue its remedies at law and in equity, if L-1 fails to assign a L-1 Project Manager meeting the requirements and terms of the Contract.

4.2.5 L-1 Project Manager is:

Kevin Brown  
Program Manager  
296 Concord Road, Third Floor  
Billerica, MA 01821  
Tel: 978.215.2648  
Fax: 978.215.2500  
Email: [kbrown@L1id.com](mailto:kbrown@L1id.com)

#### 4.3 L-1 Key Project Staff

4.3.1 L-1 shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on L-1 Key Project Staff. The State reserves the right to require removal or reassignment of L-1's 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 L-1 shall not change any L-1 Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of L-1 Key Project Staff will not be unreasonably withheld. The replacement L-1 Key Project Staff shall have comparable or greater skills than L-1 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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

checks described above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option, at its sole discretion, to terminate the Contract, declare L-1 in default and to pursue its remedies at law and in equity, if L-1 fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 L-1 Key Project Staff shall consist of the following individuals in the roles identified below:

**L-1's Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
Jim Marsh	Contract Manager
Kevin Brown	Project Manager
Faisal Chaudhry	Lead for Application Development
Hal Songer	Implementation Manager
Tim Foley	QA Engineer
Ramalingam Thiagarajan	Integration Software Specialist

**4.4 State Contract Manager**

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

Wesley Colby  
Department of Safety  
33 Hazen Drive  
Concord, NH 03301  
Tel: (603) 271-2589  
Email: wcolby@safety.state.nh.us

**4.5 State Project Manager**

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

g. Managing stakeholders' concerns.

The State Project Manager is:

William R. Haynes  
Department of Safety  
23 Hazen Drive  
Concord, NH 03301  
Tel: (603) 271-0180  
Fax: (603) 271-0307  
Email: William.Haynes@dos.nh.gov

#### 4.6 State Meetings and Reports

The Parties agree that effective communication and reporting is essential to Project success.

L-1 Key Project Staff shall participate meaningfully in meetings requested by the State, in accordance with the requirements and terms of this Contract.

The State expects L-1 to prepare agendas and background for and minutes of meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting, shall also be a L-1's responsibility. The following meetings shall be required as a minimum:

**Introductory Meeting:** Participants will include L-1 Key Project Staff and State Personnel from both Department of Safety and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

**Status Meetings:** Participants will include, at the minimum, L-1 Project Manager and the State Project Manager. These meetings will be conducted at least biweekly. A status report from L-1 shall serve as the basis for discussion. The Work Plan shall be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.

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

**Exit Meeting:** Participants will include Project leaders from L-1 and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider

#### 4.7 State-Owned Documents and Data

L-1 shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, L-1 shall turn over all State Owned Documents, material, reports, and work in

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

progress relating to this Contract to the State at no additional cost to the State. State Owned Documents shall be provided in both printed and electronic format.

**4.8 Records Retention and Access Requirements**

L-1 shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. L-1 shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to L-1's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.9 Accounting Requirements**

L-1 shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of L-1 Project Manager and L-1 Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**5. DELIVERABLES**

**5.1 Deliverables and Services**

L-1 shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

**5.2 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from L-1 that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify L-1 in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of L-1's written Certification. If the State rejects the Deliverable, the State shall notify L-1 of the nature and class of the Deficiency and L-1 shall correct the Deficiency within the period identified in the Work Plan. If no period for L-1's correction of the Deliverable is identified, L-1 shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify L-1 of its acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If L-1 fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require L-1 to continue until the Deficiency is corrected, or immediately terminate the Contract, declare L-1 in default, and pursue its remedies at law and in equity.

**5.3 System/Software Testing and Acceptance**

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

**6. SOFTWARE**

**6.1 COTS Software and Documentation**

L-1 shall provide the State with L-1 Automated Driver License Testing System Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.2 COTS Software Support and Extended Warranty**

L-1 shall provide the State with Software support and Extended Warranty Services set forth in the Contract, and particularly described in Exhibit G: *Extended Warranty and Support Services*.

**6.3 Custom Software and Documentation**

L-1 shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in SOW Section 11: *Intellectual Property*, herein.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**6.4 Custom Software Support and Extended Warranty**

L-1 shall provide the State with Custom Software support and Extended Warranty Services set forth in the Contract, and particularly described in Exhibit G: *Extended Warranty and Support Services*.

**7. WARRANTY**

L-1 shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Initial Warranty and Warranty Services*.

**8. SERVICES**

L-1 shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**8.1 Administrative Services**

L-1 shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

**8.2 Implementation Services**

L-1 shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

**8.3 Testing Services**

L-1 shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

**8.4 Training Services**

L-1 shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

**8.5 Extended Warranty and Support Services**

L-1 shall provide the State with Extended Warranty and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Extended Warranty and Support*.

**9. WORK PLAN DELIVERABLE**

L-1 shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. L-1 shall update the Work Plan as necessary, but no less than biweekly, to accurately

STATE OF NEW HAMPSHIRE  
-DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates shall be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference. Exhibit I: *Work Plan* shall be reviewed and finalized by the State and L-1 within one week of contract start date.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve L-1 from liability to the State for damages resulting from L-1's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, L-1 shall immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of L-1 or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. Subject to the provisions of 13.1, in the event additional time is required by L-1 to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from L-1's failure to fulfill its obligations under the Contract.

#### 10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of L-1's receipt of a Change Order, L-1 shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

L-1 may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to L-1's requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from L-1 to the State, and the State acceptance of L-1's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

#### 11. INTELLECTUAL PROPERTY

##### 11.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with L-1. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use, without prior written authorization by L1.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**11.2 L-1's Materials**

Subject to the provisions of this Contract, L-1 may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, L-1 shall not distribute any products containing or disclose any State Confidential Information. L-1 shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by L-1 employees or third party consultants engaged by L-1.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A or RSA 260:14, which includes but is not limited to the following: motor vehicle records, records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**11.3 Copyright**

**WWW Copyright and Intellectual Property Rights**

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

**11.4 Custom Software Source Code**

L-1 shall provide the State with a copy of the updated source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

**11.5 Survival**

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

**12. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**12.1 Use of State's Information**

In performing its obligations under the Contract, L-1 may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*) or *RSA 260:14, Records and Certifications*. L-1 shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for L-1's performance under the Contract.

**12.2 State Confidential Information**

L-1 shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to L-1 in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. L-1 shall immediately notify the State if any request, subpoena or other legal process is served upon L-1 regarding the State Confidential Information, and L-1 shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, L-1 shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 L-1 Confidential Information**

Insofar as L-1 seeks to maintain the confidentiality of its Confidential Information, L-1 must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that L-1 considers the Software and Documentation to be Confidential Information. L-1 acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by L-1 as confidential, the State shall notify L-1 and specify the date the State will be releasing the requested information. At the request of the State, L-1 shall cooperate and assist the State with the collection and review of L-1's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be L-1's sole responsibility and at L-1's sole expense. If L-1 fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to L-1, without any liability to L-1.

**12.4 Survival**

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**13. GENERAL PROVISIONS**

**13.1 Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving L-1 notice of such termination.

The funding for the work specified in Table B-1: *Implementation Activities/Deliverables/Milestones Pricing*, including all licenses and the three year Warranty reflected in Table B-2: *Detailed License Deliverables, Warranty Support and Pricing* shall be paid for using Grant # 2006-DD-BX-0194 from US DOJ – Bureau of Justice. Funding availability is subject to the provisions and requirements of the said Grant. L-1 is not authorized to bill the State for non-warranty work which is performed subsequent to April 30, 2010 unless it has been specifically authorized to perform the work and a contract amendment for that work, with a new funding source, has been approved by Governor and Council. The cost of the Extended Warranty in years four (4) and five (5) is subject to the provisions of this Section 13.1 and shall be paid for using State funds, as available, and not from funding from Grant # 2006-DD-BX-0194.

**13.2 Compliance by L-1 with Laws and Regulations: Equal Employment Opportunity**

13.2.1 In connection with the performance of the Contract, L-1 shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon L-1, including, but not limited to, civil rights and equal opportunity laws. L-1 shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, L-1 shall comply with all applicable copyright laws.

13.2.2 During the term of the Contract, L-1 shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, L-1 shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

implement these regulations. L-1 further agrees to permit the State, or United States, access to any of L-1's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**13.3 Regulatory/Government Approvals**

L-1 shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.4 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide L-1 with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow L-1 to perform its obligations under the Contract.

**13.5 Personnel**

**13.5.1** The performance of L-1's obligations under the Contract shall be carried out by L-1. L-1 shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform L-1's obligations under the Contract. L-1 warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**13.5.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), L-1 shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of the Contract. This provision shall survive termination of the Contract

**13.5.3** The Commissioner of the Department of Safety, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

**13.6 Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK**

other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>THE CONTRACTOR</b>	<b>THE STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Jeff Hamel, VP Program Management	Sgt. William Haynes, -DMV Chief of Testing	5 Business Days
<b>First</b>	Bob Eckel, Executive VP	Albert Sheldon, DOS IT Lead	10 Business Days
<b>Second</b>	Leo Sullivan, President	John J. Barthelmes, Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

**13.7 Termination**

This Section 13.7 shall survive the termination or Contract Conclusion.

**13.7.1 Termination for Default**

Unless otherwise provided in the Contract, the State shall provide L-1 written notice of default, and L-1 must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If L-1 fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare L-1 in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares L-1 in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to L-1 under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and L-1 shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract, and to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees,

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, L-1 shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by L-1.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**13.7.2 Termination for Convenience**

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to L-1. In the event of a termination for convenience, the State shall pay L-1 the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.7.2.2 During the thirty (30) day period, L-1 shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.7.3 Termination for Conflict of Interest**

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and Extended Warranty costs. The State shall pay all other contracted payments for Deliverables for which

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

Acceptance has been given by the State that would have become due and payable if L-1 did not know, or reasonably did not know, of the conflict of interest.

13.7.3.2 In the event the Contract is terminated as provided above because of a violation by L-1, the State shall be entitled to pursue the same remedies against L-1 as it could pursue in the event of a default of the Contract by L-1.

**13.7.4 Termination Procedure**

13.7.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require L-1 to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.7.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, L-1 shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of L-1 and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that L-1 has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**13.8 Force Majeure**

Neither L-1 nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include L-1's inability to hire or provide personnel needed for L-1's performance under the Contract.

**13.9 L-1's Relation to the State**

In the performance of the Contract, L-1 is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither L-1 nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** L-1 shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

**13.10.2** L-1 shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve L-1 of any of its obligations under the Contract; nor affect any remedies available to the State against L-1 that may arise from any event of default of the provisions of the contract. The State shall consider L-1 to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**13.10.3** Notwithstanding the foregoing, nothing herein shall prohibit L-1 from assigning the Contract to the successor of all or substantially all of the assets or business of L-1 provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that L-1 should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with L-1, its successors or assigns for the full remaining term of the Contract; continue under the Contract with L-1, its successors or assigns for such period of time as determined necessary by the



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

State; or immediately terminating the Contract without liability to L-1, its successors or assigns.

**13.11 Indemnification**

13.11.1 L-1 shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of L-1, its personnel or agents in connection with L-1's performance of the Contract.

13.11.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**13.11.3 Survival**

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to L-1 shall not exceed the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

**13.12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall L-1 be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and L-1's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to L-1's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

**13.12.3 State's Immunity**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

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

**13.12.4 Survival**

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

**13.13 Insurance**

**13.13.1 L-1 Insurance Requirement**

L-1 shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

- c. L-1 shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. L-1 shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

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

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

**13.14 Workers' Compensation**

13.14.1 By signing the Contract, L-1 agrees, certifies and warrants that L-1 is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

13.14.2 To the extent L-1 is subject to the requirements of N.H. RSA chapter 281-A, L-1 shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. L-1 shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached to the Contract and shall be incorporated therein by reference.

13.14.3 The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for L-1, or any subcontractor or employee of L-1, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**13.15 Waiver in Event of Default**

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

enforce each and all of the provisions hereof upon any further or other default on the part of L-1.

**13.16 Notice**

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

**TO L-1:**

L-1 Identity Solutions Operating Company, Inc  
ATTN: Legal Department  
296 Concord Road, Third Floor  
Billerica, MA 01821  
Tel: 978 215-2400

**TO STATE:**

Wesley J. Colbey  
State of New Hampshire  
Department of Safety  
33 hazen Drive  
Concord, NH 03301  
Tel: (603) 026-026X

**13.17 Amendment**

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**13.18 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**13.19 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**13.20 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**13.21 Contract Exhibits**

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

**13.22 Special Provisions**

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
STATEMENT OF WORK

**13.23 Severability**

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

**13.24 Venue and Justification**

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

**13.25 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

**13.26 Entire Contract**

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings pertaining to the Project.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT A  
CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

L-1 shall provide the State with an Automated Driver License Testing System which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, L-1 shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2.

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

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

**Table A-1 - Deliverables**

Activity, Deliverable or Milestone	Item Type	Proposed Date
Conduct Project Kickoff Meeting	Non-Software	1/28/10
Requirements Definition Document	Written	1/28/10
Project Plan including Schedule	Written	2/4/10
Mainframe/IDMS Interface	Software	4/12/10
System Design Document	Written	1/28/10
Data Base Implementation Plan	Written	1/28/10
Test Plan	Written	1/28/10
Unit Testing	Software	4/30/10
System Integration Testing	Software	4/30/10
Conversion Testing	Software	4/30/10
Installation Testing	Software	2/26/10
User Acceptance Testing	Software	3/15/10
Performance Tuning and Stress Testing	Software	4/30/10

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT A  
CONTRACT DELIVERABLES

Activity, Deliverable or Milestone	Item Type	Proposed Date
Installation Plan	Written	2/1/10
Implementation Plan	Written	2/2/10
Training Plan	Written	2/3/10
Business Continuity Plan	Written	2/4/10
Application User Manual	Written	3/2/10
User Training Manual	Written	3/2/10
System Documentation	Written	4/30/10
Operations and Maintenance Guide	Written	3/2/10
Training Delivery (added in Addendum 05)	Software	3/25/10
Set of New Hampshire based test questions for all types of tests (added in Addendum 05)	Software	2/9/10
Return of Holdback (Successful completion of 60 days operation)		6/30/10
End of Warranty Period		4/30/11
Total (added in Addendum 05)		

**3. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

**4. SOFTWARE LICENSES**

Software Licenses are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$465,462 for the period between the Effective Date through February 28, 2015. L-1 shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow L-1 to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table B-1 – Implementation Activities/Deliverables/Milestones Pricing**

Activity, Deliverable or Milestone	Item Type	Proposed Date	Pricing/Payment
Conduct Project Kickoff Meeting	Non-Software	1/28/10	Included
Requirements Definition Document	Written	1/28/10	Included
Project Plan including Schedule	Written	2/4/10	20% of contract
Mainframe/IDMS Interface	Software	4/12/10	Included
System Design Document	Written	1/28/10	Included
Data Base Implementation Plan	Written	1/28/10	Included
Test Plan	Written	1/28/10	Included
Unit Testing	Software	4/30/10	Included
System Integration Testing	Software	4/30/10	Included
Conversion Testing	Software	4/30/10	Included
Installation Testing	Software	2/26/10	Included
User Acceptance Testing	Software	3/15/10	60% of contract
Performance Tuning and Stress Testing	Software	4/30/10	Included
Installation Plan	Written	2/1/10	Included
Implementation Plan	Written	2/2/10	Included
Training Plan	Written	2/3/10	Included
Business Continuity Plan	Written	2/4/10	Included



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

Activity, Deliverable or Milestone	Item Type	Proposed Date	Pricing/Payment
Application User Manual	Written	3/2/10	Included
User Training Manual	Written	3/2/10	Included
System Documentation	Written	4/30/10	Included
Operations and Maintenance Guide	Written	3/2/10	Included
Training Delivery (added in Addendum 05)	Software	3/25/10	5% of contract
Set of New Hampshire based test questions for all types of tests (added in Addendum 05)	Software	2/9/10	Included
Return of Holdback (Successful completion of 60 days operation)		6/30/10	15% of contract
End of Warranty Period		4/30/11	
<b>Total (added in Addendum 05)</b>			<b>\$217,400</b>

Table B-2 below details all costs associated with licensing and License extended warranty of L-1 provided Software.

**Table B-2 – Detailed License Deliverables , Warranty Support and Pricing.**

Software Description	Initial Purchase Cost With 1 Year Warranty and 2 Year Extended Warranty			Extended Warranty Costs					Total
	Cost/ea	Units	Cost	Year 1	Year 2	Year 3	Year 4	Year 5	
AutoTest Administrator (Production) V5.9		1	238,530,	Included	Included	Included	Included	Included	
AutoTest Administrator (Test) V5.9		1		Included	Included	Included	Included	Included	
AutoTest Examiner V5.9		15		Included	Included	Included	Included	Included	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

Test Stations V5.9		44		Included	Included	Included	Included	Included	
Tablets V5.9		25		Included	Included	Included	Included	Included	
Scheduler – Web Self Scheduler V3.2		1	25,000	One time cost					25,000
Scheduler – Call Center Scheduler V3.2		1	75,000	One time cost					75,000
ItemBank.			No Cost	No Cost					
AutoTest Integration			No Cost	No Cost					
Scheduler Integration			Included	Included					
Software License Bundle			(153,333)						(153,333)
Count									
<b>Totals</b>			185,197	Included	Included	Included	34,290	28,575*	\$248,062

Note – Extended Warranty cost in Year 5 based on an expected start date of April 30, 2010 and a contract expiration date of February 28, 2015.

Note – L-1 software licenses provided to State upon State acceptance of Project Plan with Schedule deliverable.

L-1 does not have any authorization to perform nonwarranty work after April 30, 2010, and the mutually agreed upon value of any unfinished nonwarranty work as of that date shall be deducted from the contract value.

The State may purchase any additional licenses of the Software Solution at this Contract discount rate, for a period of one (1) year from the Contract Effective date.

Table B-3 below summarizes the cost of Implementation, Licenses and Extended Maintenance which make up the total Contract price.

Implementation Cost (Table B-1)	\$217,400
License and Extended Warranty (Table B-2)	\$248,062
<b>Total</b>	<b>\$465,462</b> ✓

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465462*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

1.2 Additional Services

Additional Services may be requested by the State within the Contract period. Pricing information for these Services in provided in Table B-3 below.

Table B-3 - L-1 Current and Future Pricing Worksheet (Hourly Rates) in Dollars					
Position Title	SFY 2011 7/1/2010- 6/30/11	SFY 2012 7/1/2011- 6/30/2012	SFY 2013 7/1/2012- 6/30/2013	SFY 2014 7/1/2013- 6/30/2014	SFY 2015 7/1/2014- 6/30/2015
Project Manager	200	210	221	233	245
Lead for Technical Architecture	200	210	221	233	245
Lead for Application Development	200	210	221	233	245
Integrationn Software Specialists	180	189	199	209	220
DBA	180	189	199	209	220
Hardware Specialist	180	189	199	209	220
Implementation Manager	200	210	221	233	245
QA Engineer	150	158	166	175	184
Installer	130	137	144	152	160
Technical Writer	180	189	199	209	220

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$465,462 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to L-1 for all fees and expenses, of

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

whatever nature, incurred by L-1 in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**3. INVOICING**

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:  
Wesley Colby  
Department of Safety  
33 Hazen Drive  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

L-1 Identity Solutions Operating Company  
14438 Collection Center Drive  
Chicago, IL 60693

**5. OVERPAYMENTS TO L-1**

L-1 shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

**6. CREDITS**

The State may apply credits due to the State arising out of this Contract, against L-1's invoices with appropriate information attached.

**7. PROJECT HOLDBACK**

The State shall withhold fifteen percent (15%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the first sixty (60) days of the Warranty Period.

**8. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to L-1 under the Contract those amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
CONTRACT EXHIBIT C  
SPECIAL PROVISIONS

**1. Special Provisions**

**There are no special provisions**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

L-1 shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. L-1's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. L-1 shall produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Future activities
- f. Issues and concerns requiring resolution. Reports should include resolution approach, required resources, target dates for resolution and project impact.
- g. Report and remedies in case of falling behind schedule

**2. STATE-OWNED DOCUMENTS AND DATA**

L-1 shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, L-1 shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

L-1 hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

**3. ACCOUNTING REQUIREMENTS**

L-1 shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**4. WORK HOURS**

State personnel shall work normal business hours between 8:00 am and 4:30 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT E  
IMPLEMENTATION SERVICES

L-1 shall provide the State with the following Services set forth in this Exhibit E.

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

- A. L-1 shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. L-1 and the State shall agree upon and adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. L-1 Team shall provide training templates as defined in the Training Plan, which shall be customized to address the State's specific requirements as set forth in Exhibit L.

Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

- D. L-1 shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- E. L-1 shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- F. L-1 shall adopt an Implementation time-line aligned with the State's required time-line based on mutually-agreed upon Work Plan.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT E  
IMPLEMENTATION SERVICES

**1.2 Timeline**

The timeline is set forth in the Work Plan.

**1.2.1 Planning**

During the initial planning period Project task and resource plans shall be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

**1.2.2 Project Infrastructure**

The focus of the project infrastructure work phase is the acquisition and implementation of the project's development and production hardware infrastructure.

**1.2.3 Implementation**

Timing shall be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes shall be documented, training established, and the application shall be ready for Implementation in accordance with the State's schedule.

The State shall choose a one-time statewide Implementation.

**1.2.4 Change Management and Training**

L-1's change management and training Services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

**2. IMPLEMENTATION METHODOLOGY**

L-1 Team shall provide the consulting Services for the Contract. Its approach includes, but is not limited to the following:

**2.1 Network Services**

a. Definition of "Network Services" - L-1 shall:

- 1) Assist with installation and configuration of network connectivity specified in the ordering document and exhibit. In most cases, the State shall access its system using a Virtual Private Network (VPN) connection.

b. Conditions and assumptions related to Network Services:

- 1) Costs for equipment, labor and Services to maintain Internet connectivity from within L-1 facilities are L-1's responsibility. The State is responsible for any equipment, labor, and/or Services necessary



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT E  
IMPLEMENTATION SERVICES**

to set-up and maintain Internet connectivity at the State and/or other approved third party sites. If the State requests special network equipment and configurations at an L-1 facility, the State shall be charged on a time and materials basis in accordance with time & materials rates specified in the ordering document and exhibit ("T&M Rates") for acquiring and setting up such special network arrangements.

- 2) At the State's option, approved third parties (e.g., software implementers, network providers) may be given limited access by L-1 to certain levels of the State's system through the VPN.
- 3) The State and L-1 shall work together to insure that its network and system complies with specifications that L-1 provides and, if the State is providing its own hosted servers, that all components of L-1's software environment are accessible through the VPN.
- 4) L-1 is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of L-1 such as bandwidth issues outside of L-1's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of L-1's firewall or for any issues that are the responsibility of the State Internet Service Provider.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

L-1 shall provide the following Products and Services described in this Exhibit F. The COTS Software is fully developed and only requires testing to determine whether the System has been successfully configured and integrated into the State System

**1. TESTING AND ACCEPTANCE**

L-1 shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. L-1 shall also provide training as necessary to the State staff responsible for test activities. L-1 shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

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, regression testing and stress testing and performance tuning. In addition, L-1 shall provide a mechanism for reporting actual test results versus expected results and for the resolution and tracking of all errors and problems identified during test execution. L-1 shall correct Deficiencies and support required re-testing as described below.

**1.1 Test Planning and Preparation**

L-1 shall provide the State with a Test Plan that shall 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 L-1's Project Manager's Certification, in writing, that L-1's own staff has successfully executed all prerequisite L-1 testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. L-1 shall present the State 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, L-1 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 shall be 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.

The L-1 developer, who is responsible for a specific unit of work, shall be responsible for conducting the unit testing of his or her modules.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
L-1 Team Responsibilities	For application modules, conversions and interfaces, the L-1 Team shall 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 L-1 Team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications. 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.
L-1 Team Responsibilities	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
State Responsibilities	<ul style="list-style-type: none"> <li>• Work jointly with L-1 to develop the Systems Integration Test specifications.</li> <li>• Work jointly with L-1 to develop and load the data profiles to support the test specifications.</li> </ul>

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026  
 EXHIBIT F  
 TESTING SERVICES

Activity Description	<ul style="list-style-type: none"> <li>• Work jointly with L-1 to validate components of the test scripts.</li> </ul>
Work Product Description	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

**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.
L-1 Team Responsibilities	For conversions and interfaces, the L-1 Team shall execute the applicable validation tests and compare execution results with the documented expected results. Extract the legacy to be converted in the data conversions
State Responsibilities	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 and completion of Systems Integration Testing (SIT). 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 L-1 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 L-1 that the system is installed, configured, complete and ready for State testing.

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026  
 EXHIBIT F  
 TESTING SERVICES

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 the L-1's 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 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. The State must respond to L-1 within 5 business days of scheduled UAT completion identifying any defects or reasons for non-compliance with UAT. L-1 shall have 5 business days to perform corrective action and reinitiate the UAT cycle. If the State does not respond within 5 business days of scheduled UAT completion, then L-1 shall view the UAT as successful.

Activity Description	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.
L-1 Team Responsibilities	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
State Responsibilities	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance test results.</li> <li>• Work jointly with L-1 in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
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**

L-1 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. L-1 shall perform additional testing activities in response to State and/or user problems identified from the testing results.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

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 L-1 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; and second, to validate that there are no unintended changes to the other portions of the program.

L-1 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.

L-1 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, L-1 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 Performance Tuning and Stress Testing

### 1.8.1 Scope

The scope of performance testing shall be to measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. Performance tuning shall be accomplished after UAT.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object performance increases as changes are made.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

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

### 1.8.2 Test types

Performance testing shall use two (2) different types of testing to determine the stability of the application. They are baseline tests and load tests

**Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

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

### 1.8.3 Tuning

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

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

**1.8.4 Implementing Performance and Stress Test**

Performance and Stress test Tools used by the State are Tivoli ITM and ITCAM and CA Spectrum. L-1 is open to use any open source product with the approval of State Team. Consideration must be given to licensing with respect to continued use for regression testing if tools, other than those which State is licensed for, are being recommended for this part of the project.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

**1.8.5 Scheduling Performance and Stress Testing**

L-1 shall assist the State in test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

L-1 shall assist the State in defining expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two (2) of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to State's infrastructure so as to eliminate the public network from State's test environment.

Post test reporting and result assessment shall be scheduled following each test. The team shall compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be identified and recorded. However, changes to the application code should be avoided, if possible, so as not to affect baseline comparisons. If a change to the application is required, new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a Graphical User Interface (GUI) the focus will be on the ability of the interface to respond to user input.

During stress/load testing, the tester shall attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester shall identify

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT F  
TESTING SERVICES

peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester shall determine the capacity of the system under a known set of conditions.

**1.9 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: *Warranty and Warranty Services*.

**1.10 System Acceptance**

Upon completion of the first 180 days of the Implementation Warranty Period, if there are no outstanding warranty issues then pending, the State shall issue a Letter of Final System Acceptance. Notwithstanding, L-1 shall provide the remaining 180 days of Implementation Warranty thereafter consistent with the warranty services described in Exhibit K.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT G  
EXTENDED WARRANTY AND SUPPORT SERVICES

**1. SYSTEM EXTENDED WARRANTY**

**1.1 L-1's Responsibility**

L-1 shall maintain the Automated Driver License Testing System in accordance with the Contract. L-1 will not be responsible for Extended Warranty or support for Software developed or modified by the State. L-1 shall maintain and support the system in all material respects as described in the applicable program documentation.

**1.1.1 Warranty Releases**

L-1 shall make available to the State the latest program updates, general warranty releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

**1.1.2 Custom Software, Interfaces, and Patches**

All program updates, general warranty releases, selected functionality releases, patches, and documentation released to the State and applied by L-1 as needed to meet the requirements, shall support and be compatible with the L-1-developed Custom software and interfaces.

**2. SYSTEM SUPPORT**

**2.1 L-1's Responsibility**

L-1 will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

**2.2 System Support Levels**

**2.2.1 Class A Deficiencies (Telephone Support)**

for all Class A Deficiencies, L-1 shall have available to the State on-call telephone assistance with issue tracking, during State Normal Business Hours. L-1 must notify the State of planned corrective action within two (2) business hours of a request. As this system is critical to the State L-1 shall do everything possible to expedite a repair;

**2.2.2 Class A Deficiencies (On-site or Remote Support)**

For all Class A Deficiencies, L-1 shall provide support on-site, or with remote diagnostic Services, within four (4) business hours of a request; and

**2.2.3 Class B & C Deficiencies**

for all Class B & C Deficiencies the State will notify the L-1 of such Deficiencies during regular business hours and the L-1 shall respond within twenty four (24) hours of notification of planned corrective action.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026

EXHIBIT G  
EXTENDED WARRANTY AND SUPPORT SERVICES

2.2.4 VPN Access

L-1 shall maintain the capability to use VPN to get access to the system for debugging purposes and to view or take control of workstations, utilizing a process agreed to by the State of NH.

**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1.1 L-1 shall guide the State with possible solutions to resolve issues to maintain a fully functioning Automated Driver License Testing System.
- 3.1.2 L-1 shall use remote diagnostics technology to connect to the State's L-1 system/terminals for troubleshooting, repair, upgrades, etc.
- 3.1.3 L-1 System support and Extended Warranty Services shall commence upon the end of the warranty period through the end of the Term, February 28, 2015, and any extensions thereof.

**4. SUPPORT INCIDENT DATA COLLECTION**

**4.1 Records**

L-1 shall maintain a record of the activities related to warranty repair and support activities performed for the State. For all Extended Warranty service calls, L-1 shall ensure the following information shall be collected and maintained:

- 1. Nature of the Deficiency;
- 2. Current status of the Deficiency;
- 3. Action plans, dates, and times;
- 4. Expected and actual Completion time;
- 5. Deficiency resolution information;
- 6. Resolved by;
- 7. Identifying number i.e. work order number; and
- 8. Issue identified by.

**4.2 System Monitoring**

L-1 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.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT H  
RESPONSES TO REQUIREMENTS-

1. SYSTEM

1.1 L-1 shall provide a fully operational Software Solution fulfilling the following requirements:

**Table H-1 System Requirements and Deliverables -Vendor Response Checklist**

The L-1 indication in the Response column signifies whether the requirement is included in the solution without modification (Y), with modification (M), or not at all (N). Additional information and comments with respect to the item are included in the L-1 proposal response, included by reference in Exhibit N. If modifications are needed to meet requirements, those modifications are included in the cost.

REQ #	Requirement/Deliverable	Mandatory /Optional	Response Y/M/N (see above)
<b>GENERAL REQUIREMENTS</b>			
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y
G-2	The Vendor shall provide Project Staff as specified in the RFP.	M	Y
G-3	Vendor shall submit a preliminary Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two (2) weeks.	M	Y
G-4	The Vendor will provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.	M	Y
G-6	L-1 shall provide on site technical support at the Concord testing site throughout all phases of installation and testing, including the successful conclusion of User Acceptance Testing.	M	Y
<b>TECHNICAL REQUIREMENTS</b>			
T-1	Web-based compatible and in conformance with the following W3C standards: 6 XHTML 1.0 Strict 7 CSS 2.1 8 XML 1.0 (Fifth Edition) as well as Section 508 of the Rehabilitation Act of 1973 as amended	M	Y
T-2	Preferably Oracle or SQL relational database	M	Y

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT H  
RESPONSES TO REQUIREMENTS-

T-3	GUI Interface Technologies	M	Y
T-4	The scheduling component of the ADLTS must be compatible with Netscape, FoxFire 2.0 or higher and Microsoft Internet Explorer (versions 5.5 and higher.)	M	Y
T-5	ADLTS must be able to interface with the DMV's existing mainframe applications.	M	Y
T-6	ADLTS must include a backup and disaster recovery plan that will assure business continuity for all mission critical operations and assure that mission critical data will not be lost. This plan should include provisions for continued off-line operation in the event of disruption to the statewide Wide Area Network (WAN). The State will be responsible for implementing the backup and recovery plan. L-1 will assist the State with questions and issues that arise.	M	Y
T-7	Distributed environment allowing locations to operate if central server is unavailable	M	Y
<b>SECURITY REQUIREMENTS</b>			
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities to prevent access to inappropriate or confidential data or Services.	M	Y
S-2	Verify the identity or authenticate all of its human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or Services.	M	Y
S-3	Enforce unique user names in accordance with the Statewide User Account and Password policy..	M	Y
S-4	Enforce complex passwords of ten characters or more in accordance with DoIT's statewide User Account and Password Policy.	M	Y
S-5	Enforce the use of complex passwords or phrases using capital letters, numbers and special characters.	M	Y
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y
S-7	Expire passwords after a defined period of time	M	Y
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or Services.	M	Y
S-9	Ability to limit the number of people that can grant or change authorizations	M	Y
S-10	Ability to enforce session timeouts during periods of inactivity.	M	Y
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> )	M	Y
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements.	M	Y

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026

EXHIBIT H  
RESPONSES TO REQUIREMENTS-

S-14	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y
S-16	Create change management documentation and procedures to control those individuals that can grant or change authorizations.	M	Y
S-17	Use only the Software and System Services designed for use.	M	Y
S-18	Application data shall be protected from unauthorized use when at rest.	M	Y
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y
S-21	Application should be protected from unauthorized use when at rest.	M	Y
<b>FUNCTIONAL/USER REQUIREMENTS</b>			
U-1	ADLTS shall offer "quick pass" and "quick fail" test scoring options	M	Y
U-2	Ability to immediately score and store test results at remote location and transmit data to central location (Concord)	M	Y
U-3	1. Operator's basic knowledge test	M	Y
U-4	2. Motorcycle knowledge test	M	Y
U-5	3. School Bus knowledge test	M	Y
U-6	4. CDL general knowledge test	M	Y
U-7	5. CDL combination vehicle knowledge test	M	Y
U-8	6. CDL air brakes test	M	Y
U-9	7. CDL tank knowledge test	M	Y
U-10	8. CDL passenger knowledge test	M	Y
U-11	9. CDL HAZMAT knowledge test	M	Y
U-12	10. CDL double/triple knowledge test	M	Y

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026

EXHIBIT H  
 RESPONSES TO REQUIREMENTS-

U-13	Testing must be provided in English, with the option to add other languages as necessary.	M	Y
U-14	The ADLTS shall use high quality graphics or digital photographs to depict actual roadway conditions, signage, etc. and shall appear simultaneously on-screen with the associated test question.	M	Y
U-15	The ADLTS must be able to print paper copies of the test, answer sheet, and answer key (for the examiner) that shall include the associated image or graphic for each question. The printout must be on 8½" x 11" paper.	M	Y
U-16	All photos and graphic images used in the ADLTS shall depict New Hampshire scenes, unless in the DMV's opinion a generic substitute will suffice.	M	M
U-18	The ADLTS must be able to accommodate new or revised test questions without software or hardware upgrades.	M	Y
U-19	An audio version of all written ADLTS tests must be available on all testing kiosks and must use a secure listening device to ensure privacy.	M	Y
U-20	The listening device shall have a control that will enable the applicant to adjust the volume as desired.	M	Y
U-21	The audio versions of the test must use a digitized human voice system that must meet with DMV approval.	M	Y
U-22	The ADLTS shall provide an integrated audio recording tool that will enable DMV staff to record questions and answers for distribution across the web-based system to kiosks, tablet PCs, and other remote hardware.	M	Y
U-23	The ADLTS must generate all tests using algorithms/methods that will assure that unique tests are administered to each applicant and further that each test shall cover all areas of knowledge as required by the DMV and the FMCSA as applicable. The algorithms/methods used to generate the tests shall also assure that the degree of difficulty will remain uniform across the spectrum of tests generated.	M	Y
U-24	The ADLTS's software must allow the DMV to override the system's randomization process to include specific questions as desired.	M	Y
U-25	The ADLTS must accommodate an applicant that has been authorized to sit for more than one examination at the time of testing. The system must further assure that an applicant is allowed to take only those tests for which they have received prior authorization from the examiner.	M	Y
U-26	The ADLTS shall gather, transmit to DMV database(s), store and analyze test data to generate statistical reports to evaluate individual questions or topics that are presented in the examination. These reports shall be considered standard.	M	Y
U-27	The ADLTS shall allow DMV to set/reset parameters to govern the administration of the various tests, such as retest parameters for those who fail. The system shall also automatically alert the DMV if an ineligible applicant attempts to test or retest at any DMV testing location.	M	Y
U-28	All testing kiosks must comply with the Americans With Disabilities Act (ADA) for wheelchair accessibility.	M	Y
U-29	The vendor's proposal shall also include a full description of all training materials and methods that they will use to train DMV staff.	M	Y



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT H  
RESPONSES TO REQUIREMENTS-

U-30	A component of the ADLTS must enable an original license applicant to schedule their written examination and road test in advance via the Internet, using a standard browser.	M	Y
U-31	# tests administered	M	Y
U-32	# tests passed	M	Y
U-33	# tests failed	M	Y
U-34	# of types of tests administered	M	Y
U-35	Frequency distributions for each question and answer given.	M	Y
U-36	Analysis of individual questions and categories to identify most frequently missed questions, most frequently given wrong answers/distracters, most frequently skipped questions, and other statistics that will enable the DMV to evaluate overall performance by test candidates. Such information could be used to modify the exam questions, possible answers and distracters, etc.	M	Y

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

L-1's Project Manager and the State Project manager shall finalize the Work Plan within five (5) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with L-1's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of L-1 and State Project Managers.

The preliminary Work Plan created by L-1 and the State is set forth at the end of this Exhibit.

In conjunction with L-1's Project Management methodology, which shall be used to manage the Project's life cycle, the L-1 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 L-1 Team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with L-1's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the L-1 and State Project Managers.

**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 will 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.
- L-1 shall provide a separate escrow agreement for the ADLTS application.
- L-1 shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**B. Logistics**

- The L-1 Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The L-1 Team shall honor all holidays observed by L-1 or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the L-1 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 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 L-1 team and shall be available when the Project begins.

**C. Project Management**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

- 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 the State system shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. L-1 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 L-1 and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to the State system.
- L-1 assumes that an alternate State Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State shall provide the hardware and operating system to host the Project's testing, training and production instances.
- The State's hardware operating environment and supporting software shall meet L-1 certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- L-1 Team shall implement release and version as detailed in Vendor Proposal.
- L-1 shall lead an effort, including the State Operations team, to identify the hardware requirements for the training, testing and production environments. The State shall satisfy those hardware requirements prior to L-1 and State teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Conversions**

- The L-1 Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the L-1 technical team, a subset of the conversions. The L-1 Team shall lead the State with the mapping of the legacy data to the Automated Driver License Testing System.
- Additionally, the L-1 Team shall:
  - Provide the State with L-1 application data requirements and examples, of data mappings, conversion scripts, and data loaders. The L-1 Team shall identify the APIs the State should use in the design and development of the conversion.
  - Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  - Lead the review of functional and technical specifications.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

- The State's technical team will extract the legacy data into a file that the L-1 technical team can access
- The State will provide L-1 with field and file definitions for the extracted files
- The L-1 Team shall lead the State with the mapping of the legacy data to the L-1 applications
- The L-1 Team shall be responsible for loading the extracted legacy data into the ADLT System and performing subsequent testing
- The L-1 Team shall collaborate with the State's team to resolve problems and issues associated with the development and implementation of the conversions
- Assist with the resolution of problems and issues associated with the development and implementation of the conversions.

**F. Project Schedule**

- Deployment is planned to begin on February 1, 2010 with a planned go-live date of April 30, 2010.

**G. Reporting**

- L-1 shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**H. User Training and Change Management**

- The L-1 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 L-1 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 L-1 on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. L-1 Team Roles and Responsibilities**

**1) L-1 Team Project Manager**

The L-1 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 L-1 Implementation Team. The L-1 Team Project Manager shall have the following responsibilities:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

- 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 L-1 Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all L-1 Team members;
- Provide biweekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

2) **L-1 Team**

The L-1 Team shall conduct analysis of requirements, validate the L-1 Team's understanding of the State's 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.
- 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;
- Development and execution of unit test scripts;

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

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

**B. State Roles and Responsibilities**

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the subject matter experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

1) **State Project Manager**

The State Project Manager shall work side-by-side with the L-1 Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation project matters, provides all necessary support in the conduct of the Implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the L-1 Team;
- Assist the L-1 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 L-1 Project Manager of any relevant urgent issues if and when they arise; and
- Assist the L-1 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;
- Assist in training end users in the use of the L-1 Software Solution and the business processes the Application supports.

3) **State Technical Lead and Architect**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

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 L-1 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 L-1 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 L-1 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 L-1 will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at biweekly project meetings.

**4) State Application DBA (DoIT)**

The role of the State Application DBA(s) is to work closely with the L-1 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:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the L-1 to finalize machine, site, and production configuration;
- Work with the L-1 to finalize logical and physical database configuration;
- Work with L-1 to install L-1 tools, and L-1 Applications for the development and training environment;
- Work with L-1 to clone additional application instances as needed by the application teams;
- Work with the L-1 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 L-1 and the Application teams to establish and manage an instance management plan throughout the project;
- Work with L-1 to establish and execute backup and recovery procedures throughout the project;
- Manage Operating System adjustments and perform Extended Warranty Services to maintain system configurations and specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the project;
- Perform routine L-1 Application monitoring and tuning;
- Work with L-1 to define and test Application security, backup and recovery procedures; and



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026  
 EXHIBIT I  
 WORK PLAN

- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new L-1 Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) **State Network Administrator (DoIT)**

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 Administrator**

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

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

3. **SOFTWARE APPLICATION**

Software required for the L-1 to perform the activities of the Contract.

4. **CONVERSIONS**

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

Table I-1: Planned Conversions

Conversion	Components Involved	Lead Responsibility	Description
IDMS Scheduler to L-1	Current scheduler IDMS	L-1	Identify current IDMS appointments and populate to the L-1 System.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

A. Conversion Testing Responsibilities

- The L-1 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 L-1 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 L-1 Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the L-1 Team, shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the L-1 Team 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 identifies the interfaces specifications within the scope of this Contract and their relative assignment.

**Detailed IDMS Interface Specifications**

L-1 shall be responsible for writing the interface for updating the IDMS Mainframe database with a PASS or FAIL indicator.

The CA-IDMS database runs on State owned and maintained IBM VSE Mainframe system.

Following is the version information about various key components that L-1 should consider while estimating the overall effort.

- Mainframe Operating System Version: IBM VSE version 4.1
- IDMS Database Version: CA IDMS version r16 sp2
- COBOL for VSE/ESA version: 1.1.1

The mainframe database can be updated using one of the following options:

- Using custom coded TCP IP Listener running on Mainframe, which will invoke a COBOL program to update the database records. The listener will listen on a specific port to incoming requests from the vendor application.
- Using Java program that makes use of Type 4 JDBC Driver to update the database records.

The overall development effort may involve but is not limited to the following:

- Writing a client program running on the same machine as vendor software.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

- Writing a server program running on the Mainframe.
- An additional COBOL programs (also known as Table Procedures) for updating the requests. In certain situations the JDBC or ODBC interface doesn't allow updating the child records in the database.

L-1 software should be able to update the mainframe database in real time mode. It should also be capable of passing one or more attributes related to the test. The software should be capable of accepting the return codes from mainframe and act accordingly. The IDMS database is a hierarchal database with set names for record connections and index connections. The application written must navigate through a few driver license records to locate the specific record carrying the Pass/Fail indicator for the test.

The finer details about the attribute names and return codes will be provided during the design/implementation period.

#### 2. Additional interface requirements:

The State will provide a database table in its Mainframe system, which will contain all information that the ADLT system will require for the person undertaking the test.

L-1 shall be responsible for

- Accessing the Mainframe database table by Driver License Number and utilize SQL statements to fetch the remaining customer information (Name, Date of Birth, Test Type, Address).
- Utilizing a WEB service to fetch the customer image from Marquis system to display on the ADLT screen using the Driver License Number for lookup.

#### 1. Detailed IDMS Interface Specifications

L-1 shall be responsible for writing the interface for updating the IDMS Mainframe database with a PASS or FAIL indicator.

The CA-IDMS database runs on State owned and maintained IBM VSE Mainframe system.

Following is the version information about various key components that L-1 should consider while estimating the overall effort.

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- IDMS Database Version: CA IDMS version r16 sp2
- COBOL for VSE/ESA version: 1.1.1

The mainframe database can be updated using one of the following options:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

- Using custom coded TCP IP Listener running on Mainframe, which will invoke a COBOL program to update the database records. The listener will listen on a specific port to incoming requests from the vendor application.
- Using Java program that makes use of Type 4 JDBC Driver to update the database records.

The overall development effort may involve but is not limited to the following:

- Writing a client program running on the same machine as vendor software.
- Writing a server program running on the Mainframe.
- An additional COBOL programs (also known as Table Procedures) for updating the requests. In certain situations the JDBC or ODBC interface doesn't allow updating the child records in the database.

The L-1 software should be able to update the mainframe database in real time mode. It should also be capable of passing one or more attributes related to the test. The software should be capable of accepting the return codes from mainframe and act accordingly. The IDMS database is a hierarchal database with set names for record connections and index connections. The written application must navigate through a few driver license records to locate the specific record carrying the Pass/Fail indicator for the test.

The finer details about the attribute names and return codes will be provided during the design/implementation period.

## 2. Additional interface requirements:

The State will provide a database table in its Mainframe system, which will contain all information that the ADLTS will require for the person undertaking the test.

L-1 shall be responsible for

- Accessing the Mainframe database table by Driver License Number and utilize SQL statements to fetch the remaining customer information (Name, Date of Birth, Test Type, Address).
- Utilizing a WEB service to fetch the customer image from Marquis system to display on the ADLTS screen using the Driver License Number for lookup.

## 3. Conversion Fields from IDMS to ADLTS

### DL14R-DL-APPT

DL14-DL-APPT-CLASS-CODES	Text	Type of driver license class code that an individual is receiving an appointment for testing
DL14-DL-APPT-LOCATION-DATE	Text	Date the individual is scheduled to show up at a particular location for a driver license exam (ccyyymmdd).

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

DL14-DL-APPT-LOCATION-CODE	Text	Code that denotes the physical location of a driver license facility. See table LOCATION
DL14-DL-APPL-PROCESSED-DATE	Text	Date the individual came to a designated state office to fulfill the scheduled appointment
DL14-DL-APPT-TIME	Text	Time that the appointment is scheduled for (hhmm).
DL14-DL-APPT-TYPE-CODE	Text	Defines why appointment was scheduled (orig lic, renewal, duplicate, endorsement, misc., etc)
DL14-DL-APPT-FEE-AMOUNT-PAID	Text	Fee amount paid in dollars and cents for this appointment.
DL14-DL-APPT-NEW-EXPIRE-DATE	Text	Newly calculated expiration date upon successfully completing testing
DL14-DL-APPT-DATACARD-CTRL-NBR	Text	No longer used - intialized to spaces
DL14-DL-APPT-DATACARD-PRT-DATE	Text	No longer used - initialized to zeroes
DL14-DL-APPT-DATACARD-USER-NBR	Text	No longer used - initialized to zeroes
DL14-DL-APPT-TEST-TYPE-CODE	Text	Code to identify what test given to individual via the scheduled appointment
DL14-DL-APPT-PRINT-IND	Text	Carries a code of 'y' to have license printed, 'n' not to print license, and 'r' if appointment needs to be rescheduled because of failing any portion of test.
DL14-DL-APPT-PROCESSED-IND	Text	An indicator which informs whether all test types has been completed processed
DL14-DL-APPT-ZIP-CODE	Text	Location of individual residents used to determined state office responsible to minister the scheduled tests
DL14-TESTING-RESULTS	Text	GROUP LEVEL: SUB ELEMENTS are DL14-FAILED-TO-APPEAR-IND, DL14-ROAD-RESULT-CODE, DL14-VIS-OTHER-RESULT-CODE, DL14-WRITTEN-RESULT-CODE, DL14-CDL-WRITTEN-TESTS, and DL14-CDL-ENDR-WRITTEN-TESTS

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

DL14-FAILED-TO-APPEAR-IND	Text	Indicator if individual failed to appear for scheduled appointment
DL14-ROAD-RESULT-CODE	Text	Results received by licensing officer for road test
DL14-VIS-OTHER-RESULT-CODE	Text	Results received from vision test
DL14-WRITTEN-RESULT-CODE	Text	Results received from completing the written test
DL14-CDL-WRITTEN-TESTS	Text	GROUP LEVEL: SUB ELEMENTS are DL14-AIR-BRAKE-RESULT-CODE, DL14-COMB-VEH-RESULT-CODE, and DL14-CDL-WRITTEN-FILLER
DL14-AIR-BRAKE-RESULT-CODE	Text	Results received from review of the air brakes
DL14-COMB-VEH-RESULT-CODE	Text	Indicates results from combination of vehicle tests administered to the individual
DL14-CDL-WRITTEN-FILLER	Text	Reserved for future use
DL14-CDL-ENDR-WRITTEN-TESTS	Text	GROUP LEVEL: SUB ELEMENTS are DL14-HAZMAT-RESULT-CODE, DL14-TANK-RESULT-CODE, DL14-PASSENGER-RESULT-CODE, DL14-TRAILER-RESULT-CODE, and DL14-CDL-ENDR-FILLER
DL14-HAZMAT-RESULT-CODE	Text	Carries result from the hazmat test administered to the individual
DL14-TANK-RESULT-CODE	Text	Carries result from the administering of the tank test
DL14-PASSENGER-RESULT-CODE	Text	Carries result from the administering of the passenger type vehicle testing
DL14-TRAILER-RESULT-CODE	Text	Carries result from the administering of the trailer testing
DL14-CDL-ENDR-FILLER	Text	Not currently used - available for future use
DL14-DL-REPLACEMENT-CODE	Text	Reason code for replacement of an existing driver license
DL14-FILLER-10	Text	Blank field available for future usage.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

DL14-LAST-UPDATED- ACTIVITY	Text	GROUP LEVEL: SUB ELEMENTS are DL14-LAST-UPDATED- USER-NBR, DL14-LAST-UPDATED-CODE and DL14-LAST- UPDATED-ACTY-DATE
DL14-LAST-UPDATED-USER- NBR	Text	Last user number recorded that updated this record.
DL14-LAST-UPDATED-CODE	Text	Last recorded software code that updated this record.
DL14-LAST-UPDATED-ACTY- DATE DL20R-DL-DATE	Text	Last date recoded that this record was updated ( ccyyymmdd ).
DL20-DL-DATE-KEY	Text	GROUP LEVEL SUB ELEMENTS are DL20-LOCATION-CODE, DL20-DL-SCHEDULE-DATE and DL20-DL-SCHED-TEST-TYPE
DL20-LOCATION-CODE	Text	Code used to identify the state office responsible for testing driver licensing applications
DL20-DL-SCHEDULE-DATE	Text	Specific date state office is open and available for administering driver licensing tests
DL20-DL-SCHED-TEST-TYPE	Text	Various driver licensing applications for which a particular state office is authorized to administer
DL20-LAST-UPDATED- ACTIVITY	Text	GROUP LEVEL: SUB ELEMENTS are DL20-LAST-UPDATED- USER-NBR, DL20-LAST-UPDATED-CODE and DL20-LAST- UPDATED-ACTY-DATE
DL20-LAST-UPDATED-USER- NBR	Text	Last user number recorded that updated this record.
DL20-LAST-UPDATED-CODE	Text	Last recorded software code that updated this record.
DL20-LAST-UPDATED-ACTY- DATE	Text	Last date recoded that this record was updated ( ccyyymmdd ).
DL20-FILLER-5 DL21R-DL-SCHED	Text	Blank field available for future usage.
DL21-DL-SCHED-TIME	Text	Hour and minutes slots for which an appointment can be scheduled

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

DL21-DL-SCHED-SITE-CAPACITY	Text	Number of appointments a particular state office can possibly handle
DL21-DL-SCHED-TEST-SLOTS-USED	Text	Number of slots still available for assigning an appointment for driver license testing
DL21-LAST-UPDATED-ACTIVITY	Text	GROUP LEVEL: SUB ELEMENTS are DL21-LAST-UPDATED-USER-NBR, DL21-LAST-UPDATED-CODE and DL21-LAST-UPDATED-ACTY-DATE
DL21-LAST-UPDATED-USER-NBR	Text	Last user number recorded that updated this record.
DL21-LAST-UPDATED-CODE	Text	Last recorded software code that updated this record.
DL21-LAST-UPDATED-ACTY-DATE	Text	Last date recoded that this record was updated ( ccyymmdd ).
DL21-FILLER-5 DL42R-MASTER-DAY	Text	Blank field available for future usage.
DL42-LOCATION-CODE	Text	Code which identifies driver licensing division for a state office
DL42-MASTER-DAY-OF-WEEK	Text	Identifies which day of week an appointment can be scheduled for a particular office
DL42-MASTER-OPEN-DAYS	Text	GROUP LEVEL: SUB ELEMENTS are DL42-MASTER-WEEK-1, DL42-MASTER-WEEK-2, DL42-MASTER-WEEK-3, DL42-MASTER-WEEK-4 and DL42-MASTER-WEEK-5
DL42-MASTER-WEEK-1	Text	Identifies if appointments can be scheduled the first week of a month
DL42-MASTER-WEEK-2	Text	Identifies if appointments can be scheduled the second week of a month
DL42-MASTER-WEEK-3	Text	Identifies if appointments can be scheduled the third week of a month
DL42-MASTER-WEEK-4	Text	Identifies if appointments can be scheduled the fourth week of a month
DL42-MASTER-WEEK-5	Text	Identifies if appointments can be scheduled the fifth week of a month
DL42-MASTER-DAY-FROM-TIME	Text	GROUP LEVEL: SUB ELEMENTS are DL42-MASTER-FROM-TIME-HR and DL42-MASTER-FROM-TIME-MIN
DL42-MASTER-FROM-TIME-	Text	Start hour of the day an office is available to begin administering driver



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

HR		licensing tests
DL42-MASTER-FROM-TIME-MIN	Text	Start minuter of the hour an office is available to begin administering driver licensing tests
DL42-MASTER-DAY-TO-TIME	Text	GROUP LEVEL: SUB ELEMENTS are DL42-MASTER-TO-TIME-HR and DL42-MASTER-TO-TIME-MIN
DL42-MASTER-TO-TIME-HR	Text	The last hour of the day a test can be administered by a particular office
DL42-MASTER-TO-TIME-MIM	Text	The last minuter of the of the last hour a test can be administered by a particular office
DL42-LAST-UPDATED-ACTIVITY	Text	GROUP LEVEL: SUB ELEMENTS are DL42-LAST-UPDATED-USER-NBR, DL42-LAST-UPDATED-CODE and DL42-LAST-UPDATED-ACTY-DATE
DL42-LAST-UPDATED-USER-NBR	Text	Last user number recorded that updated this record.
DL42-LAST-UPDATED-CODE	Text	Last recorded software code that updated this record.
DL42-LAST-UPDATED-ACTY-DATE	Text	Last date recoded that this record was updated ( cgyymmdd ).
DL42-FILLER-5 DL43R-MASTER-CAP	Text	Blank field available for future usage.
DL43-MASTER-TIME-OF-DAY	Text	Time of day slots to which an appointment may be scheduled.
DL43-MASTER-CAPACITY-DATA	Text	GROUP LEVEL: SUB ELEMENTS are DL43-CAPACITY-VISION-OTHER, DL43-CAPACITY-CDL-WRITTEN, DL43-CAPACITY-OPERATOR, DL43-CAPACITY-MOTORCYCLE and DL43-CAPACITY-CDL-ROAD
DL43-CAPACITY-VISION-OTHER	Text	Number of time slots to be opened for vision tests.
DL43-CAPACITY-CDL-WRITTEN	Text	Number of time slots to be opened for written CDL tests.
DL43-CAPACITY-OPERATOR	Text	Number of time slots to be opened for operator road tests.
DL43-CAPACITY-	Text	Number of time slots to be opened for motorcycle tests.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

MOTORCYCLE

DL43-CAPACITY-CDL-ROAD	Text	Number of time slots to be opened for CDL road tests.
DL43-LAST-UPDATED- ACTIVITY	Text	GROUP LEVEL: SUB ELEMENTS are DL43-LAST-UPDATED- USER-NBR, DL43-LAST-UPDATED-CODE and DL43-LAST- UPDATED-ACTY-DATE
DL43-LAST-UPDATED-USER- NBR	Text	Last user number recorded that updated this record.
DL43-LAST-UPDATED-CODE	Text	Last recorded software code that updated this record.
DL43-LAST-UPDATED-ACTY- DATE	Text	Last date recoded that this record was updated ( ccymmdd ).
DL43-FILLER-8	Text	Blank field available for future usage.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

6. PRELIMINARY WORK PLAN

The following Table I-2 provides the preliminary agreed upon Work Plan for the Contract.

Table I-2 Preliminary Work Plan

ID	Name	Duration	Start Date	Finish Date	Resource Names
1	Contract Start Date	1 day	Mon 2/1/10	Mon 2/1/10	DOS-DMV
2	Project Planning	13.5 days	Mon 2/1/10	Thu 2/18/10	
3	Kickoff Meeting with DOS	5 days	Mon 2/1/10	Fri 2/5/10	DOS-DMV,PGM,RD,Eng
4	Technical Working Sessions with DOS-DMV	11.5 days	Mon 2/1/10	Tue 2/16/10	DOS-DMV,PGM,Eng
4b	L-1 Item Bank Configuration Options Spreadsheet Provided to State	0.5 days	Mon 2/1/10	Mon 2/1/10	Eng
5	Requirements Definition Document	0.5 days	Mon 2/1/10	Mon 2/1/10	DOS-DMV,PGM,Eng
7	Project Plan including Schedule	0.5 days	Mon 2/1/10	Mon 2/1/10	DOS-DMV,PGM,Eng
8	Platform Specification	0.5 days	Tue 2/2/10	Tue 2/2/10	DOS-DMV,PGM,Eng
9	Interface Configuration Document (ICD)	0.5 days	Tue 2/2/10	Tue 2/2/10	DOS-DMV,PGM,Eng
10	System Design Document	0.5 days	Wed 2/3/10	Wed 2/3/10	DOS-DMV,PGM,Eng
11	Data Base Implementation Plan	0.5 days	Wed 2/3/10	Wed 2/3/10	DOS-DMV,PGM,Eng
12	User Test Plan	0.5 days	Thu 2/4/10	Thu 2/4/10	DOS-DMV,PGM,Eng
13	Installation Plan	0.5 days	Thu 2/4/10	Thu 2/4/10	DOS-DMV,PGM,Eng
14	Implementation Plan	0.5 days	Fri 2/5/10	Fri 2/5/10	DOS-DMV,PGM,Eng
15	Training Plan	0.5 days	Fri 2/5/10	Fri 2/5/10	DOS-DMV,PGM,Eng
16	Business Continuity Plan	0.5 days	Mon 2/8/10	Mon 2/8/10	DOS-DMV,PGM,Eng
17	Application User Manual	0.5 days	Mon 2/8/10	Mon 2/8/10	DOS-DMV,PGM,Eng
18	User Training Manual	0.5 days	Tue 2/9/10	Tue 2/9/10	DOS-DMV,PGM,Eng

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026  
 EXHIBIT I  
 WORK PLAN

19	System Documentation	0.5 days	Tue 2/9/10	Tue 2/9/10	DOS-DMV,PGM,Eng
20	Plan Reviews (Some plans may be consolidated where appropriate upon mutual agreement.)	10 days	Tue 2/2/10	Tue 2/16/10	
21	Project Plan Review	10 days	Tue 2/2/10	Tue 2/16/10	DOS-DMV,PGM,Eng
22	User Acceptance Test Plan Review & Sign-off by NH DOS	5 days	Fri 2/5/10	Thu 2/11/10	DOS-DMV,PGM,Eng
23	Training Plan Review & Sign-off by NH DOS	5 days	Mon 2/8/10	Mon 2/15/10	DOS-DMV,PGM,Eng
24	Installation Plan Review & Sign-off by NH DOS	5 days	Fri 2/5/10	Thu 2/11/10	DOS-DMV,PGM,Eng
25	Implementation Plan Review & Sign-off by NH DOS	5 days	Fri 2/5/10	Fri 2/12/10	DOS-DMV,PGM,Eng
27	Training Plan	5 days	Mon 2/8/10	Fri 2/12/10	DOS-DMV,PGM,Eng
26	Business Continuity Plan	5 days	Mon 2/8/10	Mon 2/15/10	DOS-DMV,PGM,Eng
28	System Specifications requirements ( includes interface) Review & Sign-off by NH DOS	3 days	Thu 2/4/10	Mon 2/8/10	DOS-DMV,PGM,Eng
29	DOS-DMV Hand-Off of Itembank Text in English	1 day	Fri 2/5/10	Fri 2/5/10	DOS-DMV
30	Operations and Maintenance Guide	0.5 days	Wed 2/10/10	Wed 2/10/10	DOS-DMV,PGM,Eng
31	L-1 Sign-off On Final Project Plan	1 day	Tue 2/16/10	Wed 2/17/10	PGM
32	Project Status Meetings (Bi-Weekly & monthly)	70 days	Tue 2/2/10	Mon 4/30/10	
64	Post Planning Efforts	51 days	Thu 2/18/10	Fri 4/30/10	
65	System Custom Design	8 days	Thu 2/18/10	Tue 3/2/10	
67	Conduct Site Surveys (power, connectivity, & space)	8 days	Thu 2/18/10	Tue 3/2/10	DOS-DMV

10-026 Exhibit I Work Plan  
 Initial All Pages:  
 L-1's initials:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

68	Complete L-1 Item Bank Configuration Options Spreadsheet	2 days	Thu 2/18/10	Mon 2/22/10	DOS-DMV
70	Complete System Localization	5 days	Thu 2/18/10	Thu 2/25/10	DOS-DMV,PGM,Eng
71	L-1 Software Development	20 days	Fri 2/26/10	Fri 3/26/10	
72	Tune and Configure the IDMS Integration Interface	20 days	Fri 2/26/10	Fri 3/26/10	Eng
73	Tune and Configure the Scheduler Interface	20 days	Fri 2/26/10	Fri 3/26/10	Eng
74	Tune and Configure the Admin App Features	5 days	Fri 2/26/10	Fri 3/5/10	Eng
75	Tune and Configure the Examiner App Features	1 day	Fri 3/5/10	Mon 3/8/10	Eng
76	Tune and Configure the Test Station App Features	1 day	Mon 3/8/10	Tue 3/9/10	Eng
77	Tune and Configure the Itembank	2 days	Tue 3/9/10	Thu 3/11/10	Eng
78	Tune and Configure the Audit Report	3 days	Thu 3/11/10	Tue 3/16/10	Eng
79	Tune and Configure the Overall System Configuration Settings	3 days	Tue 3/16/10	Fri 3/19/10	Eng
80	Software Development Complete	1 day	Fri 3/19/10	Mon 3/22/10	Eng,PGM
82	NH Order All Production Hardware	2 days	Thu 2/18/10	Mon 2/22/10	DOS-DMV
83	Order Additional Environment Hardware	1 day	Thu 2/18/10	Fri 2/19/10	DOS-DMV
84	Order third party software as required	1 day	Fri 2/19/10	Mon 2/22/10	DOS-DMV
85	Receive all ordered Hardware	10 days	Mon 2/22/10	Mon 3/8/10	DOS-DMV
86	Central Server SW	13.5 days	Mon 3/8/10	Thu 3/25/10	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

	Installation				
87	Installation Team Concord (COTS System in UAT Environment)	13.5 days	Mon 3/8/10	Thu 3/25/10	
89	Install ADLTSS Database Server SW	2 days	Mon 3/8/10	Wed 3/10/10	IE
90	Install ADLTSS Application Server SW	2 days	Wed 3/10/10	Fri 3/12/10	IE
91	Install Scheduler Database Server SW	2 days	Fri 3/12/10	Tue 3/16/10	IE
92	Install Examiner SW	0.5 days	Tue 3/16/10	Tue 3/16/10	IE,Eng
93	Verify Localization (State-specific) Adjustments	1 day	Wed 3/17/10	Wed 3/17/10	Eng,IE
93b	First Pass UAT Readiness Review	3 days	Tue 3/16/10	Thu 3/18/10	IE,DOS-DMV
94	DOS-DMV Sign-Off of Installation Deliverables (COTS System in UAT Environment)	1 day	Thu 3/18/10	Thu 3/18/10	DOS-DMV
95	Data Conversion testing (if required)	2 days	Wed 3/24/10	Thu 3/25/10	DOS-DMV,Eng
95b	Data Conversion (if required)	8 days	Thu 3/25/10	Mon 4/5/10	Eng
96	Training and Documentation	14 days	Fri 3/19/10	Wed 4/7/10	
97	Prepare Documentation	5 days	Fri 3/19/10	Thu 3/25/10	TR
98	Prepare Training Materials	2 days	Fri 3/26/10	Mon 3/29/10	TR
99	Finalize Documentation	3 days	Fri 3/26/10	Tue 3/30/10	TR
100	Finalize Training Materials	3 days	Tue 3/30/10	Thu 4/1/10	TR
101	Perform Train-the-Trainer Training for DOS-DMV Administrators & Office Supervisor Personnel	2 days	Fri 4/2/10	Mon 4/5/10	TR
102	Perform Train-the-Trainer	2 days	Tue 4/6/10	Wed 4/7/10	TR

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

	Training for DOS-DMV & DoIT Personnel				
103	L-1 Quality Assurance - Custom Development aspects	19.5 days	Mon 3/22/10	Fri 4/16/10	
104	Develop Quality Test Plan	5 days	Mon 3/22/10	Mon 3/29/10	PQE
105	Ready for QA Install - Custom Development	0.5 days	Mon 3/29/10	Mon 3/29/10	PGM
106	Install Custom Development Units	1 day	Tue 3/30/10	Tue 3/30/10	PQE
107	System QA Testing	13 days	Wed 3/31/10	Fri 4/16/10	
108	System Set-up	1 day	Wed 3/31/10	Wed 3/31/10	PQE
109	Functional Testing Round 1 - Component	3 days	Thu 4/1/10	Mon 4/5/10	PQE
110	Bug Fixes	1 day	Tue 4/6/10	Tue 4/6/10	PQE
111	Functional Testing Round 2 - End-2-End	3 days	Wed 4/7/10	Fri 4/9/10	PQE
112	Bug Fixes	2 days	Mon 4/12/10	Tue 4/13/10	PQE
113	Final Acceptance Testing	1 day	Wed 4/14/10	Wed 4/14/10	PQE
114	QA Complete/CM Release to IE	2 days	Thu 4/15/10	Fri 4/16/10	IE,Eng,PQE
115	Integration Engineering - UAT @ DOS-DMV HQ	45.5 days	Fri 2/26/10	Fri 4/30/10	
116	Complete Design	1 day	Thu 2/25/10	Fri 2/26/10	Eng,PGM
117	DOS-DMV Sign-off On Final Project Plan	1 day	Wed 2/17/10	Thu 2/18/10	DOS-DMV
118	Train DOS-DMV Testing Resources	1 day	Thu 4/8/10	Thu 4/8/10	DOS-DMV
120	Preliminary Findings Discussion of First Pass Testing	1 day	Wed 4/14/10	Wed 4/14/10	DOS-DMV
121	DOS-DMV Sign-Off On Itembank Text	1 day	Thu 4/15/10	Thu 4/15/10	DOS-DMV,PGM,Eng
122	L-1 Development/Tuning	2 days	Fri 4/16/10	Mon 4/19/10	DOS-DMV

2010-026 Exhibit I Work Plan

Initial All Pages:

L-1's initials:                     

Exhibit I

Page 50 of 62

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT I  
WORK PLAN

	of DOS-DMV Qualified Findings				
123	L-1 Development of Itembank Audio Sound Bytes (English Only)	2 days	Tue 4/20/10	Wed 4/21/10	Eng
124	L-1 QA Testing of Adjustments	1 day	Tue 4/20/10	Tue 4/20/10	PQE
125	Load Adjustments on UAT Machines	0.5 days	Thu 4/22/10	Thu 4/22/10	PQE,Eng
126	Perform UAT Testing	5 days	Thu 4/22/10	Thu 4/29/10	Eng,IE
127	DOS-DMV Approval to Proceed with Sign-off	1 day	Thu 4/29/10	Fri 4/30/10	DOS-DMV
128	Program Closeout	70 days	Tue 4/20/10	Wed 6/30/10	DOS-DMV
129	Configure VPN Connectivity for Secure ID's to be provided to L-1 Eng & IE & L3 (4 Total)	9 days	Thu 2/11/10	Mon 2/22/10	DOS-DMV,IT,PGM
130	Develop UAT Plan	5 days	Fri 2/26/10	Thu 3/4/10	IE,Eng
131	Customer Approval of UAT Plan	0.5 days	Fri 3/5/10	Fri 3/5/10	IE,Eng
132	Hardware Acquisition by NH DOS	12 days	Thu 2/18/10	Mon 3/8/10	
133	NH Installed Production Hardware and Base system SW (and other optional environments)	10 days	Mon 2/22/10	Mon 3/8/10	DOS-DMV
134	Program Transition to Operations	5 days	Fri 4/25/10	Fri 4/30/10	PGM,ROPM
135	L-1 Level-3 Support transition	14 days	Wed 4/14/10	Tue 4/30/10	L3
135b	return of Holdbacc after successful 60 day operation	60 days	Fri 4/30/10	Wed 6/30/10	DOS-DMV
136	Warranty period begins - Project Complete	1 day	Fri 4/29/10	Mon 4/30/10	FS,ROPM

0-026 Exhibit I Work Plan

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
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Exhibit I

Page 51 of 62



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY  
 AUTOMATED DRIVER LICENSE TESTING SYSTEM  
 CONTRACT 2010-026  
 EXHIBIT I  
 WORK PLAN

	transition to Operations Support				
140	Data Conversion & Incremental Catch-Up	5 days	Fri 4/25/10	Fri 4/30/10	L3
141	Image additional Environments	3 days	Fri 3/19/10	Tue 3/23/10	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT J  
SOFTWARE LICENSE

**1. LICENSE GRANT**

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, L-1 hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive limited license to use the Software, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. DOCUMENTATION**

L-1 shall provide the State with Software Documentation. The State may make a sufficient number of copies of the Software for its licensed use and one copy of each program media.

L-1 shall initially provide the State with licenses and number of licenses as detailed in Table B-2 of Exhibit B, hard copy versions of the Software's associated Documentation and one (1) electronic version of the Documentation in Microsoft WORD and PDF format. The State agrees to include copyright and proprietary notices provided to the State by L-1 on the copies.

**3. RESTRICTIONS**

The State shall not:

- a. Remove or modify any program markings or any notice of L-1's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**4. TITLE**

L-1 allows the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

**5. SOFTWARE ESCROW**

5.1 L-1 represents and warrants that the currently existing source code for the software licensed to the State under the Contract, as well as the Documentation for such software, and developer comments to the source code for the software (the "Deposit Materials") have been deposited in an escrow account maintained at Iron Mountain as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). L-1 shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

5.2 L-1 agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, L-1 shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT J  
SOFTWARE LICENSE

5.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (a) L-1 institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (b) L-1 has made an assignment for the benefit of creditors;
- (c) A receiver or similar officer has been appointed to take charge of all or part of L-1's assets;
- (d) L-1 terminates its Extended Warranty and support Services for the software or has ceased supporting and maintaining the software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) L-1 defaults under the Contract; or
- (f) L-1 ceases its on-going business operations or that portion of its business operations relating to the licensing and Extended Warranty of the Software.

5.4 In the event that Deposit Materials are released from escrow to the State, L-1 hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (contractors, agents, etc.), solely for the purpose of completing the performance of L-1's obligations under the Contract, including, but not limited to, providing Extended Warranty Services and support for the software and subject to the rights granted in this Contract.

5.5 L-1 agrees to pay all costs associated with the escrow covered by this Contract, including all related reasonable administrative expenses, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State.

## 6. VIRUSES

L-1 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, L-1 shall use reasonable efforts to test the Software for viruses. L-1 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, L-1 shall provide a master copy for comparison with and correction of the State's copy of the Software.

## 7. AUDIT

Upon forty-five (45) days written notice, L-1 may audit the State's use of the programs at L-1's sole expense. The State agrees to cooperate with L-1's audit and provide reasonable assistance and access to information. The State agrees that L-1 shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, L-1's audit rights are subject to applicable State and federal laws and regulations.

## 8. NON-INFRINGEMENT

L-1 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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT J  
SOFTWARE LICENSE

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, L-1 shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies L-1 in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives L-1 control of the defense and any settlement negotiations; and
- c. Gives L-1 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 L-1 believes or it is determined that any of the Material may have violated someone else's intellectual property rights, L-1 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, L-1 may end the license, and require return of the applicable Material and refund all fees the State has paid L-1 under the Contract. L-1 will not indemnify the State if the State alters the Material without L-1's consent or uses it outside the scope of use identified in L-1's 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. L-1 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 L-1. L-1 will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by L-1 without L-1's consent.

## 1. INITIAL WARRANTIES

### 1.1 Software

L-1 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 shall operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and warranty, the State's remedy, and L-1's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if L-1 cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to L-1 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 L-1 cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to L-1 for the deficient Services.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT K  
INITIAL WARRANTY AND WARRANTY SERVICES

**1.2 Non-Infringement**

L-1 shall warrant that it has good title to, or the right to allow the State to use, all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

**1.3 Viruses; Destructive Programming**

L-1 warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.4 Compatibility**

L-1 warrants that all System components, including but not limited to the components provided, including any replacement or upgraded Software components provided by L-1 to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**SERVICE WARRANTY**

**1.5 Services**

L-1 warrants that all Services to be provided under the Contract shall be provided expediently, in a professional manner, in accordance with industry standards and that Services shall comply with performance standards, Specifications, and terms of the Contract.

**1.6 Personnel**

L-1 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.

**I. WARRANTY SERVICES**

L-1 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. This shall be at no additional cost to the State and in accordance with the specifications and terms and requirements of the Contract, including without limitation, correcting all errors, defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

- a. Warranty Services shall include, without limitation, services as detailed in Exhibit G: *Extended Warranty and Support Services*.

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

**INITIAL WARRANTY PERIOD**

The Initial Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for one (1) year.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT K  
INITIAL WARRANTY AND WARRANTY SERVICES

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, L-1 shall correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT L  
TRAINING SERVICES

L-1 shall provide the following training Services.

**A. TRAINING**

All courses are to be offered on-site in Concord, New Hampshire and shall follow the Train-the-Trainer methodology. The DOS-DMV trainer will be provided training materials for future student training

**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 the ADLTS. Experienced L-1 instructors shall conduct training sessions with hands on demonstration of equipment and procedures.

This instruction is targeted to train the group of Users defined as Project Team, Users from Division of Motor Vehicles, and selected Subject Matter Experts (SMEs).

**2. Project Team Developed Training**

a. L-1 and the State agree to a training approach to meet training objectives which will develop "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs).

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	L-1 Team	State of NH
Develop Training Plan	Lead the development and implementation of the Training Plan.  Provide guidance, coaching, materials, and tools.	Assist in the development and implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements. Detail roles, course content, and estimated course length.	Assist to analyze skill requirements. Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and documentation to include: L-1 providing baseline documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	L-1 and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. L-1 will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.

**c. Key User Training Approach Activities**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT L  
TRAINING SERVICES

1) Identify State end users

The L-1 Team shall lead the State in identifying and categorizing its end users:

*User Category 1—Operator Training:* Power Users who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

*User Category 2—Examiner Training:* Casual Users who shall access the system to update and assign appointments and testing results.

*User Category 3—Administrative Training:* Specialty Users who include functional analysts who would be responsible for making changes in the question bank and assigning user permissions to the Category 1 and 2 users.

d. Develop Training Plan

The L-1 Team 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 Training.

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

e. Develop Training Curriculum

L-1 shall develop a recommended training curriculum for the State End Users.

f. Produce Training Materials and End-User Documentation

The L-1 Team shall lead the efforts to produce the training materials and end-user documentation.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT M  
NH DoIT RFP 2008-020 (WITH ADDENDUMS) INCORPORATED

NH Department of Safety RFP 2010-026 (with Addenda 1 through 5) is incorporated herein by reference.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
AUTOMATED DRIVER LICENSE TESTING SYSTEM  
CONTRACT 2010-026  
EXHIBIT N  
CONTRACTOR PROPOSAL BY REFERENCE

The L-1 Proposal to the Department of Safety is incorporated herein by reference.

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2010-026 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

L-1's Initials                     

Exhibit N

Page 61 of 62

# TITLE XXI MOTOR VEHICLES

## CHAPTER 263 DRIVERS' LICENSES

### Issuance of Licenses

#### Section 263:1

**263:1 License Required; Penalty. –**

I. No person, except those expressly exempted under RSA 263:25 or other provisions of this title, shall drive any motor vehicle upon any way in this state unless such person has a valid driver's license, as required under the provisions of this chapter, for the class or type of vehicle being driven.

II. Any person who held a driver's license of the appropriate class or type but whose driver's license has been expired for not more than 12 months shall be guilty of a violation or, for a second or subsequent offense shall be guilty of a class B misdemeanor.

III. Any person who drives a motor vehicle in this state and who has never had a license shall be guilty of a class B misdemeanor.

**Source.** 1905, 86:4. 1911, 133:8. 1921, 119:7, 8. PL 101:1, 9. 1927, 11:2. 1937, 69:1. 1939, 103:1. RL 117:1, 9. 1945, 44:3. RSA 261:1, 13; 262:27-a. 1965, 207:1. 1967, 281:1. 1973, 528:138. 1981, 146:1. 1985, 213:15, eff. Jan. 1, 1986. 2014, 296:1, eff. Jan. 1, 2015.