

139<sup>mcc</sup>

# State of New Hampshire

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

ROBERT L. QUINN  
 ASSISTANT COMMISSIONER

JOHN J. BARTHELMES  
 COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.,  
 ASSISTANT COMMISSIONER

April 1, 2019

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

### Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to exercise the renewal option with New England Document Systems, Inc. (VC# 155742-B001), 750 East Industrial Park Drive, Manchester, New Hampshire 03109, in an amount not to exceed \$29,400.00, increasing the contract amount from \$12,450.00 to a total amount of \$41,850.00, for processing and developing of microfilm for motor vehicle related documents. Effective upon Governor and Executive Council approval for a period of two years commencing on July 1, 2019 through June 30, 2021. Funding Source: 100% Agency Income.

Funds are anticipated to be available in the SFY20 and SFY21 operating budgets with the ability to adjust between fiscal years if necessary and justified.

02-23-23-233015-231200000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Registration	<u>SFY2020</u> \$8,526.00	<u>SFY2021</u> \$8,526.00
020-500218 Duplicating Supplies		
02-23-23-233015-231400000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Title	<u>\$6,174.00</u> \$14,700.00	<u>\$6,174.00</u> \$14,700.00
020-500218 Duplicating Supplies		
	Total	\$29,400.00

### Explanation

This agreement provides for continued processing and developing of microfilm for motor vehicle related documents to be archived for future reference. The majority of the cost is the reels and various products utilized to complete the film development. Currently, documents such as vehicle titles and registration are still being put on microfilm. However, the Division is researching the cost of newer alternatives.

The original contract in the amount of \$12,450.00 was approved by the Department of Safety on February 16, 2018, which was prior to July 1, 2018, when the amended MOP 150 took effect.

Respectfully submitted,

Richard C. Bailey, Jr.  
 Assistant Commissioner of Safety

Amendment 1  
Microfilm Processing & Developing Service

This Agreement (hereinafter called the "Amendment") is by and between New England Document Systems, Inc., (VC# 155742-B001 ), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Safety Business Office, on February 16, 2018, New England Document Systems, Inc., of 750 East Industrial Park Drive, Manchester, NH 03109 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 9.1 of the Agreement, and Section 18. of the General Provisions the Agreement may be extended for up to two years and amended only by an instrument in writing signed by the parties thereto and only after approval by the Governor and Executive Council;

WHEREAS, New England Document Systems, Inc., and the DOS have agreed to amend the Agreement;

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

The Agreement is hereby amended as follows:

1. Amend the General Provisions, Section 1.7 Completion Date of June 30, 2019, to reflect a new Completion Date of June 30, 2021.
2. Amend the General Provisions, Section 1.8 by increasing the Price Limitation by \$29,400 from \$12,450 to not exceed \$41,850.
  - 2.1. The pricing per each roll of standard film and each duplicate roll listed in Exhibit B, section 3. remains in effect.
  - 2.2. The estimated annual rolls of standard film and rolls of duplicate film remains in effect.

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.

New England Document Systems, Inc.

By: 

Date: 02/12/2019

Title president

Date 02/12/2019 Initials MB Page 1 of 2

Corporate Signature Notarized:

STATE OF New Hampshire

COUNTY OF Rockingham

On this the 12<sup>th</sup> day of Feb., <sup>2019</sup>~~2017~~, before me, Nick Brattan, the undersigned Officer \_\_\_\_\_, personally appeared and acknowledged her/himself to be the President of New England Document Systems a corporation, and that she/he, as such 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 Nick Brattan.

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

Robin Labossiere  
Notary Public/Justice of the Peace  
My Commission Expires: 11/14/2023



(SEAL)

STATE OF NEW HAMPSHIRE  
Department of Safety

By: [Signature] Date: 3/7/19

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

OFFICE OF THE ATTORNEY GENERAL

By: [Signature] On: March 25, 2019  
Assistant Attorney General

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

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

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



February 12, 2019

State of New Hampshire  
Department of Motor Vehicle  
Concord, NH

To whom it may concern,

Nick Brattan, president of the corporation is authorized to be the signor to enter into agreements on behalf of New England Document Systems. This was unanimously approved at the corporation's board of directors meeting held on October 18, 2018 and remains in effect on this date.

Sincerely,

Donald J Forst  
VP and Treasurer

State of New Hampshire  
County of Rockingham

Signed or attested before me on 22<sup>nd</sup> day of March 2019 by

Donald Forst name of person

Notary Public, State of New Hampshire  
My commission expires Nov. 14, 2023



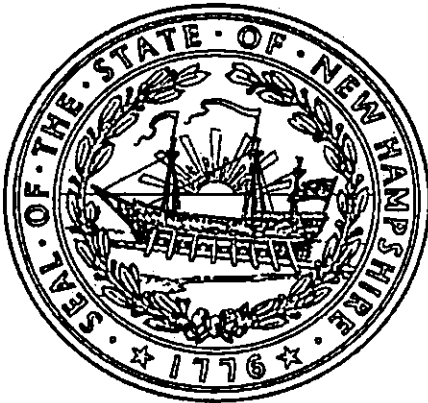
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND DOCUMENT SYSTEMS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 01, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 72505

Certificate Number: 0004407884



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of February A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2018

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> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Kelley Massey <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> kmassey@rowleyagency.com		<b>FAX (A/C, No):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> New England Document Systems, Inc. 750 East Industrial Park Dr. Manchester NH 03109	<b>INSURER A:</b> Tri-State Insurance Co. of MN		<b>NAIC #</b> 31003
	<b>INSURER B:</b> Continental Western		10804
	<b>INSURER C:</b> Acadia Insurance Company		31325
	<b>INSURER D:</b> New Hampshire Employers Ins Co		13083
	<b>INSURER E:</b> <b>INSURER F:</b>		

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ADV519934013	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA519934112	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA519934213	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N/A	ECC-600-4000232-2018A 3A STATE: NH EXCLUDED OFFICERS: DONALD FROST; NICHOLAS BRATTAN	4/6/2018	4/6/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	BUSINESS PERSONAL PROPERTY			ADV519934013	4/1/2018	4/1/2019	LIMIT: \$1,949,002 DEDUCTIBLE \$1,000

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

Covering operations of the named insured during the policy period.

**CERTIFICATE HOLDER****CANCELLATION**

STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY 10 HAZEN DR CONCORD, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Kelley Massey/KCO 
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January 31, 2018

Steven Lavoie  
Director of Administration  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305

**Requested Action**

Authorize the Department of Safety, Division of Motor Vehicles to enter into a contract with New England Document Systems, Inc. (VC# 155742-B001), 750 East Industrial Park Drive, Manchester, New Hampshire 03109, in an amount not to exceed \$12,450.00, for microfilm processing and developing. Effective July 1, 2018 through June 30, 2019. Funding Source: 100% Agency Income.

Funds are available in the SFY19 operating budget.

		SFY2019
02-23-23-233015-231200000	Dept. of Safety Division of Motor Vehicles	Motor Vehicle Registration
020-500218	Duplicating Supplies	\$7,221.00
02-23-23-233015-231400000	Dept. of Safety Division of Motor Vehicles	Motor Vehicle Title
020-500218	Duplicating Supplies	<u>\$5,229.00</u>
	Total	\$12,450.00

**Explanation**

This agreement will provide processing and developing of microfilm for motor vehicle related documents to be archived for future reference. The majority of the cost is the reels and various products utilized to complete the film development.

The Department of Administrative Services, Bureau of Purchase and Property, posted the Request for Bid on their website on November 13, 2017, with a closing date of December 8, 2017 in order to obtain competitive bids. The RFB produced two bids of which New England Document Systems, Inc., was the low bidder. This contract has an option to extend for up to two, one year terms at the mutual agreement of the vendor and the Division of Motor Vehicles.

Approval of this contract will provide the necessary processing for motor vehicle documents to be archived.

Respectfully submitted,  
Arthur Garlow  
Assistant Director  
Division of Motor Vehicles

Microfilm processing & developing

Bid Summary

Public notice placed on the Department of Administrative Services, Bureau of Purchase & Property website November 13, 2017.

Closing date for bids December 8, 2017.

Bids	Cost per roll year 1 DOS deliver/pickup			DOS deliver bidder ship			Duplicate rolls
	year 1	year 2	year 3	year 1	year 2	year 3	
New England Document Systems New Hampshire	\$8.50	?	?				\$20.00
Eastman Park Micrographics	na	na	na	\$15.00	\$15.00	\$16.00	\$41.00



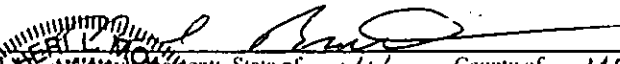
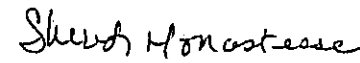
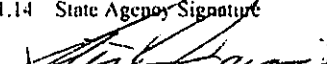
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

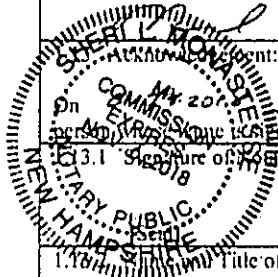
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 23 Hazen Drive, Concord, NH 0335	
1.3 Contractor Name New England Document Systems, Inc.		1.4 Contractor Address 750 East Industrial Park Drive, Manchester, NH 03109	
1.5 Contractor Phone Number (800)340-1171	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation Not to exceed \$12,450.00
1.9 Contracting Officer for State Agency Steven Lavoie		1.10 State Agency Telephone Number (603)227-4050	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NICK BRATTAN - president	
Acknowledgment: State of <u>NH</u> , County of <u>MERRIMACK</u> I, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person identified 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 			
1.13.2 Title of Notary or Justice of the Peace SHERI L. MONASTESSE, NOTARY			
1.14 State Agency Signature  Date: <u>2/16/18</u>		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and

orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor 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 issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the

date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify 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 the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A**  
**SCOPE OF SERVICES**

Microfilm Processing & Developing Service

New England Document Systems, Inc., (VC# 155742-B001), of 750 East Industrial Park Drive, Manchester, New Hampshire 03109 shall provide microfilm processing & developing including the white reels for the Department of Safety, Division of Motor Vehicles (DMV) as follows:

1. New England Document Systems, Inc., shall process and develop the Kodak Imagelink HQ 16MM x 66m standard microfilm rolls and duplicate film rolls, which the Division of Motor Vehicles has filmed and provided.
2. The Department of Safety shall deliver the undeveloped film to New England Document Systems, Inc., or the Manchester DMV substation, located in Manchester, Monday through Friday.
3. New England Document Systems, Inc., shall pick up the unprocessed microfilm at the Manchester DMV substation, if required, and return the developed film to the same location on Monday, Wednesday and Friday of each week between the hours of 8:00 am - 4:30pm.
4. The film that is delivered to New England Document Systems, Inc., shall be ready for pickup within twenty four (24) hours of delivery.
5. The developing quality must be of the highest standards as the paper documents produced from this film may be utilized for a number of different purposes, including for legal proceedings.
6. The developing process must be of the highest security as the information contained on the films is protected by the Motor Vehicle Privacy Act.
7. If any processed and developed film is deemed by the DMV to be of poor quality due to the developing process, New England Document Systems, Inc., shall at no charge reprocess and develop that film(s).
8. New England Document Systems, Inc., shall provide the white film reels with each roll of film.
9. This agreement is for a period of 1 year commencing on July 1, 2018, and ending on June 30, 2019, unless sooner terminated in accordance with the provisions hereof.  
  
9.1. This agreement may be extended for two additional terms of one year each subject to approval by the DMV and New England Document Systems, at the pricing listed in Exhibit B or mutually agreed upon pricing.
10. The contact person for New England Document Systems, Inc., is Nick Brattan or his designee, telephone # 800-340-1171, fax # 625-2515, e-mail [nbrattan@nedocs.com](mailto:nbrattan@nedocs.com).
11. The contact person for the DMV regarding agreement issues is Arthur Garlow or his designee, telephone # 227-4050, e-mail [arthur.garlow@dos.nh.gov](mailto:arthur.garlow@dos.nh.gov).

**EXHIBIT B  
PRICING AND PAYMENT TERMS**

Microfilm Processing & Developing Service

The payment schedule for transfer of funds from the Department of Safety to New England Document Systems, Inc., of 750 East Industrial Park Drive, Manchester, New Hampshire 03109 is contingent upon approval of this contract by the Department of Safety, approval of services by the DMV, and the following:

1. Submittal of monthly invoice(s), for the rolls of film processed and developed by New England Document Systems, Inc. to the Department of Safety;
2. Pricing to process and develop per each roll of film including white reels, as follows:
3. Year 1 - \$8.50 per each standard roll  
Year 1 - \$20.00 per each duplicate roll  
Optional year 2 - \$10.00 estimated per each standard roll  
Optional year 2 - \$20.00 estimated per each duplicate roll  
Optional year 3 - \$12.00 estimated per each standard roll  
Optional year 3 - \$20.00 estimated per each duplicate roll

- |   |               |            |
|---|---------------|------------|
| 4. Estimated annual standard rolls of film. | 900 x \$8.50  | \$7,650    |
| Estimated annual duplicate rolls of film    | 240 x \$20.00 | \$4,800.00 |

Accounts

23120000 (58%)	\$7,221.00
23140000 (42%)	\$5,229.00

- |                                   |             |
|-----------------------------------|-------------|
| 5. Total agreement not to exceed. | \$12,450.00 |
|-----------------------------------|-------------|

**EXHIBIT C  
SPECIAL PROVISIONS**

Microfilm Processing & Developing Service

There are special provisions.

Contractor Initials MD  
Date 01/25/18