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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 3, 2017

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 (DMV) to amend a contract with Gordon-Darby, 2410 Ampere Drive, Louisville, KY 40299 (Vendor #165313-B001) to provide On-Demand Inspection Sticker printing as provided for in the original contract under PART 3 of Exhibit I, section 6. APPLICATION MODIFICATION, 6.1. NHOST (New Hampshire OBD & Safety Testing) Inspection Unit Sticker Printing. All other terms and conditions of the original contract remain in effect. The original contract was approved by Governor and Council on April 18, 2012 as item # 114, and Amendment 1 was approved on March 8, 2017 as item #5B. Effective upon Governor and Council approval through June 30, 2019. No state funds will be used for this contract. Funding for services will be paid by the licensed inspection stations and inspection customers.

**Explanation**

This contract amendment will provide the option of On-Demand Inspection Sticker printing which will improve and enhance the State's motor vehicle inspection and maintenance program. The On-Demand Inspection Sticker process will greatly improve the efficiency of the State inspection process for both the inspection stations and the DMV. This process will eliminate the current inventory of inspection stickers and the auditing and tracking of preprinted inspection stickers. The implementation of the program will eliminate the need for businesses to travel to DMV locations to pick up and drop off supplies.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**Amendment 2**  
**On-board Diagnostics and Safety Inspection Management Project**  
**Contract 2012-015**

This Agreement (hereinafter referred to as the "Amendment") is by and between Gordon-Darby, NHOST Services, Inc., (VC# 165313 B001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council on April 18, 2012, as Item #114, and amended by Amendment 1, approved by the Governor and Executive Council on March 8, 2017, as Item #5B, for the On-board Diagnostics (OBD) and Safety Inspection Management Project, Gordon Darby, NHOST Services, Inc., (GDNSI) agreed to provide intelligent test equipment and network to support the State's motor vehicle inspection and maintenance program upon the terms and conditions specified in the Agreement and in consideration of payment by the licensed inspection stations, certain sums as specified therein; and

WHEREAS, PART 3 of the Agreement, Exhibit I Work Plan, section 6. APPLICATION MODIFICATION, 6.1. Modification – Gordon-Darby Developed, provides for application modifications including NHOST Inspection Unit Sticker Printing; and

WHEREAS, the DOS has chosen to exercise the on demand stickers option and DOS and Gordon-Darby, NHOST Services, Inc., agree to amend PART 3 of Exhibit I, section 6. APPLICATION MODIFICATION, 6.1 , NHOST Inspection Unit Sticker Printing hereinafter referred to as Sticker on Demand (SOD) process; and

WHEREAS, pursuant to the Agreement – Part 1, General Provisions, Contract Document, Section 18. Amendment, the 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; and

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

1. Implement the Sticker on Demand process by no later than one hundred and fifty (150) days following approval of this amendment by the Governor and Executive Council. If there are delays in the implementation schedule that are not due to the fault of GDNSI, a mutually-agreed time extension will be negotiated between NH DMV and GDNSI.
  - 1.1. GDNSI shall develop the software to print the sticker insert, along with developing customized reporting features to administer the SOD program. GDNSI shall procure inventory and supply the backer stock, approved by DMV, which will affix the insert onto the windshields. This process will include the 60-day grace period for inserts/backers required for the OBD-only failures. GDNSI shall be responsible for the shipping costs and logistics of backer supply to the inspection stations and for retrieval of backer inventory for stations that leave the program. GDNSI shall provide DMV reporting tools for stations that do not return their excess inventory of backers upon leaving the program. Attachment A includes the On-Demand Sticker specifications and requirements.
2. The cost per test will be modified to account for the additional fee collection scenarios, including collection of the state sticker fee and the cost for applying an insert/backer that can occur with the new SOD services. Attachment B includes a Cost-Per-Test Fee Table which will be synonymous with and used interchangeably as the Cost Per Test. References to Cost Per Test in the Station agreements will reflect this new pricing schedule when invoicing the stations.
3. Upon completion of a State inspection test, the appropriate fee in accordance with Attachment B shall be due and payable to the State / DOS. GDNSI shall act as an agent of the state to collect the appropriate state sticker fees through Automated Clearing House (ACH) protocol.. GDNSI shall not accept debit or credit cards as reimbursement. GDNSI shall deposit the state sticker fees electronically via ACH protocol to the State designated account each business day, Monday through Friday. ACH transfers shall not occur on weekends or official state

Date 3/16/17 Initials JH

holidays.

4. GDNSI shall conduct and submit an annual by State fiscal year, independent third party Agreed Upon Procedures Audit (Audit) report which shall account for the collection of sticker fees from inspection stations and disbursement to DMV of the state sticker fees. The Audit shall at minimum, include the procedures described in Attachment C.
5. GDNSI shall complete and provide electronic daily reports and monthly reports which shall account for the collection of sticker fees from inspection stations and disbursement to DMV of the state sticker fees, as well as any voided, canceled, and deleted transactions and/or stickers. Reports shall be in a format agreed upon by the State.
6. All other provisions of the contract, as amended, shall remain in full force and 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

Date 3/31/07 Initials [Signature]

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.

**Gordon-Darby, NHOST Services, Inc.**

By: *TJH* **ROBERT TEFFT** Date: 3.31.17

Title PRESIDENT

Corporate Signature Notarized:

STATE OF Kentucky  
COUNTY OF Jefferson

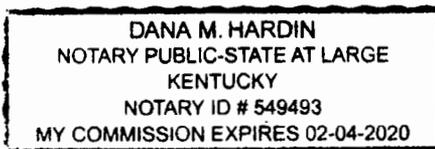
On this the 31 day of March, 2017, before me, Dana M. Hardin, the undersigned Officer Robert Tefft, personally appeared and acknowledged her himself to be the President, of Gordon-Darby NHOST Services, Inc., a corporation, and that she he as such Robert Tefft being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her himself as President.

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

*Dana M. Hardin*  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**

By: *[Signature]* Date: 4/4/17

Title: Director of Administration

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

Date 3/31/2017 Initials TJH

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

On: April 15, 2017

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

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

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

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

## Attachment A

### On-Demand Sticker Specifications.

#### 1. CONSTRUCTION:

- a) On-Demand Stickers generated through the automated process shall be comprised of two parts: the first part is an adhesive backer and the second part is a printed insert. The complete On-Demand Sticker will be made through the application of the printed insert onto the adhesive backer.
- b) The On-Demand Stickers will be adhered to the inside of motor vehicle windshields and will have printing on the outward facing side. The side of the On-Demand Sticker that faces outward through the windshield will have a holographic background color with text that denotes the unique backer number, plus black text with the words "State of New Hampshire Motor Vehicle Inspection" (or other State-specified wording) in the Front View.

#### 2. BACKER:

- a) Backers will be 4" wide x 2.50" high. There shall be no binding tape around the binding edge.
- b) The backer will have black text printed on a holographic laminate that will secure the insert.
- c) The backer will have a barcoded number printed in black text. This number will be recorded during the inspection process to give indication that the correct backer was used with the insert automatically generated by the electronic inspection equipment.
- d) Hologram will have the wording "State of New Hampshire" (or other State-specified wording) imbedded in the design.
- e) The approved design shall be printed with colors that are designed not to fade for a period of twelve (12) months after the complete On-Demand sticker has been applied to the windshield. The design shall be an integral part of the On-Demand sticker.

#### 3. BACKER ADHESIVE:

- a) A pressure-sensitive backer shall be made from a 4" wide x 2.50" high section of polyester laminate.
- b) Tamper evident features when the On-Demand sticker is removed will render the backer destroyed. There shall be incorporated into each backer a security feature that if an attempt is made to remove the backer, a remnant shall remain prominently on the applied surface and in the removed backer material as well.
- c) The adhesive and its liner must cover 100% of the 4" wide x 2.50" high backer area. There are to be no uncovered strips or portions on or near the edge of the backer.
- d) The adhesive selected for this application must be able to work as intended without failure for a period of 12 months. Performance failure of the adhesive during the On-Demand stickers' normal installed service life of up to 12 months may be considered an event of default by NH Dept. of Safety.
- e) Adhesive characteristic requirements are as follows:
  - 1) The adhesive used must be clear, non-yellowing, with high peel and good shear strength, and having a thickness of approximately .001 inches.
  - 2) The adhesive must hold the On-Demand stickers aggressively and securely to the interior windshield glass, without blistering, peeling or falling off. There shall be no loss of adhesive performance due to the

Date 3/31/2017 Initials T.S.

extremes of heat, cold or humidity that are normally encountered in vehicle windshields in the New Hampshire climate without failure for a period of 12 months.

- 3) There shall be no oozing of adhesive from the edges of the backers or blocking of backers while they are in storage.
- f) The adhesive side of the backer shall carry a specially formulated "high tack" pressure sensitive adhesive that requires no water, solvent or other wetting agent for activation. Over this adhesive shall be placed an easily removed backing liner that shall protect the backer until ready for use. (see 'TRANSFER TAPE LINER' section 4.)
- g) Once applied, the On-Demand sticker will attain such a tight bond to the windshield surface without failure for a period of 12 months so that it will remain affixed until it is intentionally and manually removed.
- h) The adhesive portion of the backer must be securely anchored to the clear or pigmented layers that form the design of the backer and shall be insoluble in water.
- i) It must not be possible to easily remove adhesive by rubbing with a bare finger.

#### 4. TRANSFER TAPE LINER:

- a) The liner part of the adhesive transfer tape shall be an easy release, clear material that allows the barcode of the backer to be scanned prior to removal of the transfer tape liner. The liner must be sufficiently translucent so that face printing, numbers and colors can be recognized through the liner without removing or lifting it.
- b) The transfer tape and liner must cover the entire 4" wide x 2.50" high area of the backer. The backer liner must have breaks in 2 places in the middle of the backer ~1.6" apart.
- c) The liner shall peel off easily without tearing or delaminating or causing damage to the backer over a temperature range of -30° Fahrenheit to +110° Fahrenheit.

#### 5. INSERT:

- a) The insert portion of the On-Demand sticker will be generated by the electronic inspection equipment.
- b) When applicable, the insert will be printed in the lower right corner of the Vehicle Inspection Report (VIR) and measure 3.15" wide x 1.60" high. When applicable, this portion of the bottom of the VIR page will be clean of print except for the insert. NH Authorized inspectors who perform a passing inspection will cut this insert from the VIR and apply it to the center of the associated backer to create a complete On-Demand sticker for application to the interior of the passing vehicle's windshield.
- c) The computer-generated insert will contain information and a format as directed by the Department of Safety. It is anticipated that the information will include, but not be limited to, some or all of the following:
  - 1) Type of safety and emissions inspection
  - 2) Date Expired (month end for passing and today + 60 days for obd waivers)
  - 3) Month and Year of On-Demand Sticker expiration prominently displayed
  - 4) Station Number
  - 5) Backer Number
  - 6) VIN #
  - 7) Light grey state seals in the background

Date 3/31/2017 Initials TJ

Attachment B  
Cost Per Test Fee Table

OBD Result	Safety Result	State Inspection Sticker Fee	Backer Fee	OBD Inspection Fee	Cost Per Test
Pass	Pass	\$3.25	\$.60	\$3.38	\$7.23
Reject	Reject	None	None	\$3.38	\$3.38
Pass	Reject	None	None	\$3.38	\$3.38
N/A	Pass	\$3.25	\$.60	None	\$3.85
Reject	Pass	None	\$.60	\$3.38	\$3.98
Pass	Prev Pass	\$3.25	\$.60	None	\$3.85
N/A	N/A	None	\$.60 <sup>(1)</sup>	None	\$.60

- The Cost Per Test is equal to the sum of State Inspection Sticker Fee, Backer Fee, and OBD Inspection Fee.
- As a result of this amendment, State Inspection Sticker Fees and OBD Inspection Fees are not changed.
- Business rules for when to apply State Inspection Sticker Fees and OBD Inspection Fees are not changed.
- The Cost Per Test fee table may not include every variable for billing decisions.

Footnotes:

(1) - Instance where Backers are Lost, Stolen, or Damaged will be charged the backer fee.

Attachment C

Agreed Upon Procedures Audit Report

INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

Gordon-Darby NHOST Services, Inc. shall provide the New Hampshire Department of Safety with an annual Agreed Upon Procedures Audit report from an independent third party conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

At minimum, the independent third party shall attest to the completion and results of the following procedures:

- 1) Obtain and read the New Hampshire Department of Safety contract with Gordon-Darby NHOST Services, Inc. dated \_\_\_\_\_ and identify the requirements related to the collection of State inspection sticker fees from inspection stations and remittance to the State.
- 2) Obtain a complete listing of all inspection stations using the Sticker on Demand (SOD) environment hosted by NHOST for the year ended December 31, of the year under audit.
- 3) From the inspection station listing obtained above, select a random sample of 10% of all inspection stations.
- 4) For each inspection station selected in #3 above, obtain the invoice for two randomly selected months during the year under audit. Test the invoices for clerical accuracy. Note any difference.
- 5) For each inspection station and each monthly invoice selected in #3 above, agree the total number of tests performed by the inspection station, total number of state sticker issued, and the total amount of state sticker fees as reported on the station invoice selected in #4 above to the corresponding monthly revenue reconciliation report obtained from the NHOST database. Test the monthly revenue reconciliation report for clerical accuracy. Agree the fee per test type for all test types identified on the station invoice to the contract obtained in #1 above. Note any difference.
- 6) Randomly select two dates from each monthly revenue reconciliation report obtained in #5 above, and agree the total amount of state sticker fees reported for the day, to the corresponding Daily ACH Transfer Report obtained from the NHOST database. Test the Daily ACH Transfer Report for clerical accuracy. Note any difference.
- 7) For each Daily ACH Transfer Report selected in #6 above, trace and agree the total amount of ACH transfer to the corresponding debit on a monthly bank statement obtained from Gordon Darby NHOST Services, Inc. Note any difference.

*Auditors comments and findings (if any).*

- 8) Inquire of Director of Operations and Controller if they are aware of any fraud related to the collection and remittance of State inspection sticker fees or remittances that were not reported to the State.

*Auditors comments and findings (if any).*

Date 3/2/2017 Initials [Signature]

# 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 GORDON-DARBY NHOST SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 19, 2004. 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: 476006



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of March A.D. 2017.

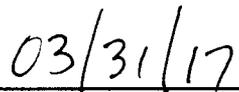
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, J. Clifton Mahaffey, being duly appointed and acting Secretary of the Board of Directors of GORDON-DARBY NHOST SERVICES, INC., hereby certify that by vote of the Board of Directors on March 31, 2017, Robert Tefft is fully authorized and empowered to enter into this agreement and authorized to execute all documents on behalf of the corporation and to bind the corporation.

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/17

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

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

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> 800-522-7514
	<b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> New Hampshire Ins Co <b>NAIC #</b> 23841
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1511600	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 061139715 NH	07/01/16	07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
All worksite employees working for GORDON-DARBY NHOST SERVICES, INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. GORDON-DARBY NHOST SERVICES, INC is an alternate employer under this policy.

### CERTIFICATE HOLDER

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

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services, Inc of Florida*

MV-REG-12-2016-01



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

GC#5B  
03-08-2017

January 11, 2017

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 (DMV) to amend a contract with Gordon-Darby, 2410 Ampere Drive, Louisville, KY 40299 (Vendor #165313-B001) by extending the end date only from June 30, 2017 to June 30, 2019. All other terms and conditions of the original contract remain in effect. The original contract was approved by Governor and Council on April 5, 2012 as item # 114. Effective upon Governor and Council approval through June 30, 2019. No state funds will be used for this contract. Funding for services will be paid by the licensed inspection stations.

### Explanation

This contract amendment will continue to provide for intelligent test equipment and network for continued support of the State's motor vehicle inspection and maintenance program. The On-Board Diagnostics (OBD) program provides and maintains an efficient, user-friendly, computer-based system that facilitates accurate OBD testing, as required by New Hampshire Revised Statutes Annotated (RSA) 266:59b, at all NH licensed inspection stations. This program gives the DMV consistent electronic reporting of OBD and safety inspection test results to a secure central Vehicle Inspection Database that is able to adapt to meet the changing data reporting and management needs of the State. This vendor provides training, testing and system support services and ensures that all components of the software are continually tested to protect the State and its related data assets.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**Amendment 1  
On-board Diagnostics and Safety Inspection Management Project  
Contract 2012-015**

This Agreement (hereinafter referred to as the "Amendment") is by and between Gordon-Darby, NHOST Services, Inc., (VC# 165313 B001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council, on April 18, 2012, as Item #114, for the On-board Diagnostics and Safety Inspection Management Project, Gordon Darby, NHOST Services, Inc., agreed to provide intelligent test equipment and network to support the State's motor vehicle inspection and maintenance program upon the terms and conditions specified in the Agreement and in consideration of payment by the licensed inspection stations, certain sums as specified therein;

WHEREAS, pursuant to the Agreement – Part 1, General Provisions, Contract Document, Section 18. Amendment, the 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;

WHEREAS, the DOS and Gordon-Darby, NHOST Services, Inc., have agreed to amend the Agreement;

WHEREAS, the DOS and Gordon-Darby, NHOST Services, Inc., agree to amend section 1.3 Contract Term, of the Contract Agreement – Part 2, the Term may be extended up to two (2) years, from June 30, 2017, up to June 30, 2019;

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

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2019.

**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.

**Gordon-Darby, NHOST Services, Inc.**

By: [Signature] **ROBERT TEFFT** Date: 12.21.16

Title PRESIDENT

Corporate Signature Notarized:

STATE OF Kentucky  
COUNTY OF Jefferson

On this the 21 day of December, 2016, before me, Dana M. Hardin, the undersigned Officer Robert Tefft, personally appeared and acknowledged her/himself to be the President, of Gordon-Darby NHOST Services, Inc., a corporation, and that she/he, as such Robert Tefft being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

DANA M. HARDIN  
NOTARY PUBLIC-STATE AT LARGE  
KENTUCKY  
NOTARY ID # 549493  
MY COMMISSION EXPIRES 02-04-2020

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**

By: [Signature] Date: 1/10/17

Title: Director of Administration

12/21/2016 Tefft

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: January 20, 2017  
Assistant Attorney General

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

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

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

12/21/2016 [Signature]

MV-EP-03-2012-01

HC to Dott  
4-5-12



# State of New Hampshire

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

G & C 4-18-12  
# 114

JOHN J. BARTHELMES  
COMMISSIONER

March 21, 2012

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

### Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles, to exercise a contract with Gordon-Darby (Vendor #165313 B001) for intelligent test equipment and network to support the State's motor vehicle inspection and maintenance program. Effective upon Governor and Council approval through June 30, 2017. No state funds will be used for this contract. Funding for services will be paid by the licensed inspection stations.

### Explanation

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request for Proposal (RFP 2012-015) to the State of NH website. The RFP was posted to the state of NH website, [http://admin.state.nh.us/purchasing/bids\\_posteddate.asp](http://admin.state.nh.us/purchasing/bids_posteddate.asp), on September 29, 2011, with proposals due no later than November 15, 2011. A vendor conference was held on October 10, 2011, with seven (7) potential bidders attending. As a result of the RFP issuance and the vendor conference, four (4) potential vendors submitted proposals by the submission deadline date of November 15, 2011, with one vendor withdrawing their proposal from consideration shortly thereafter. After review of the proposals and vendor presentations, the contract was awarded to lowest bidder, which was Gordon-Darby, who also had the highest overall score.

The On Board Diagnostics (OBD) program is intended to provide and maintain an efficient, user-friendly, computer-based system that will facilitate accurate OBD testing, as required by New Hampshire Revised Statutes Annotated (RSA) 266:59b at all NH licensed inspection stations. This provides the DMV with consistent electronic reporting of OBD and safety inspection test results to a secure central Vehicle Inspection Database that will be able to adapt to meet the changing data reporting and management needs of the state. The vendor will provide training, testing, and system support services during the course of the contract. The vendor will ensure that all components of the software are continually tested to protect the State's hardware and software and its related data assets.

RFP 2012-015 was scored utilizing an average of individual scores from a ten person evaluation committee. Gordon Darby's proposal offered the lowest cost to the Automotive Dealer community. Scoring committee consisted of Chris Ialuna, DMV, Supervisor of the Registration Bureau (which oversees the OBD Program), Team Lead on the project; Jennifer Jakubauskas, DMV, Program Specialist for the OBD Program; Paul Lockwood, Supervisor at Department of Environmental Services, Clean Air Division; Trooper Jason Hickox, NH Department of Safety, NH State Police, Troop G; Jeffrey Niven, DoIT, Systems Development Specialist, Department of Safety; James Davis, Director of Operations, Auto-fair Car Companies (locations throughout NH); and Dan Weed, owner/operator of Weed Family Automotive, Concord, NH.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety



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

S. William Rogers  
Commissioner

March 20, 2012

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Gordon Darby Inc. to provide the State with an On Board Diagnostic System (OBD), as described below and referenced as DoIT No. 2012-015.

The OBD program is intended to provide and maintain an efficient, user-friendly, computer based system that will facilitate accurate OBD testing, as authorized by RSA 266:1 at all NH licensed inspection stations. The vendor will provide training, testing, equipment, and system support services during the course of the contract. There is a no cost agreement to the State, funding for services and equipment will be paid by the licensed inspection stations. Gordon-Darby has individual contracts with those licensed inspection stations. The vendor will ensure that all components of the System are continually tested to protect the State's hardware and software and its related data assets. This contract shall begin upon Governor and Executive approval and run through June 30, 2017.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/dcp  
DOS 2012-015

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

# State of New Hampshire



JOHN J. BARTHELMES  
COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.  
DIRECTOR OF MOTOR VEHICLES

DEPARTMENT OF SAFETY  
DIVISION OF MOTOR VEHICLES  
23 HAZEN DRIVE, CONCORD NH 03305  
TDD Access Relay NH 1-800-735-2964

Date: 3/21/2012

S. William Rogers  
Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

## Requested Action and Explanation

The Department of Safety (DOS), Division of Motor Vehicles (DMV) respectfully requests approval to enter into a contract with Gordon-Darby to provide services as stated in RFP 2012-015 to administer the State's motor vehicle inspection and maintenance program. No state funds will be used for this contract. Funding for services will be paid by the licensed inspection stations. Gordon-Darby has individual contracts with those licensed inspection stations. Further Gordon-Darby maintains a performance bond in the amount of One Million Dollars.

The OBD program is intended to provide and maintain an efficient, user-friendly, computer based system that will facilitate accurate OBD testing, as authorized by New Hampshire Revised Statutes Annotated (RSA) 266:59b at all NH licensed inspection stations. This gives the DMV consistent electronic reporting of OBD and safety inspection test results to a secure central Vehicle Inspection Database that will be able to adapt to meet the changing data reporting and management needs of the state. The vendor will provide training, testing and system support services during the course of the contract. The vendor will ensure that all components of the software are continually tested to protect the State's hardware and software and its related data assets.

## Prior Related Actions

Gordon-Darby has been administering the State's motor vehicle inspection and maintenance program since 2004.

## Supporting Documentation

- 1) RFP
- 2) Contract

## Alternatives and Benefits

Because the current NH inspection and maintenance program is widely accepted throughout the state, and because OBD inspection data have demonstrated the value of the program in keeping NH motorists safe, improving our air quality, and insuring compliance with state inspection requirements, the State seeks to maintain at least the same level of service and system capabilities that it currently enjoys.

**Impact on Other State Agencies and Municipalities**

No impact on other state agencies and municipal governments.

Funding Sources and Amounts: No state funds will be used for this contract. Funding for services will be paid by the licensed inspection stations. Gordon-Darby has individual contracts with those licensed inspection stations. Further Gordon-Darby maintains a performance bond in the amount of One Million (Dollars) (\$1,000,000.00), for the payment whereof, the said Principal and Surety, bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

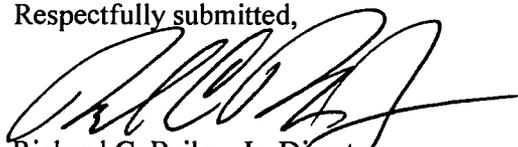
**CONTACT PERSON:**

**Name:** Robert Lussier  
**Title:** Business Administrator  
**Address:** 23 Hazen Drive  
**City:** Concord, NH 03301  
**Telephone:** (603) 227-4002  
**Email:** robert.lussier@dos.state.nh.us

**CERTIFICATION**

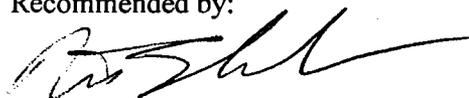
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Richard C. Bailey, Jr, Director  
Division of Motor Vehicles

Recommended by:



Rick Sheldon, IT Manager V  
Department of Information Technology

Approved by:



Wes Colby, Director of Administration  
Department of Safety

Contract Number: 2012-015

Cc: David Perry, IT Manager

Jeff Nivan, DOIT Representative

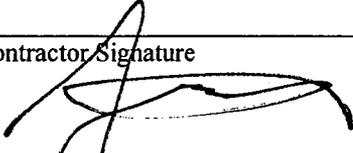
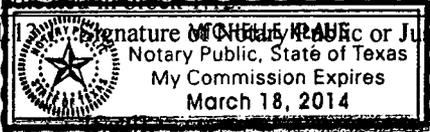
**STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY  
ON-BOARD DIAGNOSTICS AND SAFETY INSPECTION  
MANAGEMENT PROJECT 2012-015 CONTRACT  
AGREEMENT- PART 1**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord NH 03301	
1.3 Contractor Name Gordon-Darby, NHOST Services, Inc.		1.4 Contractor Address 10 Dunklee Road, Unit 22 Bow NH, 03304	
1.5 Contractor Phone Number 502 266-5798	1.6 Account Number Not Applicable	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$0-See Exhibit B
1.9 Contracting Officer for State Agency Wesley Colby		1.10 State Agency Telephone Number 603-271-2589	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory S. Jay Gordon, President	
1.13 Acknowledgement: State of <u>Texas</u> , County of <u>Travis</u> On <u>March 20, 2012</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  <u>Michelle Klaus</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michelle Klaus, Notary Public, State of Texas</u>			
1.14 State Agency Signature <u>Wesley J Colby</u>		1.15 Name and Title of State Agency Signatory <u>Wesley J. Colby Dir/ADM</u>	
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) By: <u>J. Cusack</u> On: <u>3/29/12</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 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 and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
ON-BOARD DIAGNOSTICS AND SAFETY INSPECTION  
MANAGEMENT PROJECT  
CONTRACT 2012-015- PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Gordon-Darby shall provide the State with the NHOST System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, Gordon-Darby shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State, unless the State Project Manager instructs Gordon-Darby that submittal of this preliminary material is not required.

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

Pricing 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**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Work Plan	Written	Within 10 Days of Effective Date Initially, then Ad Hoc
2	Disaster Recovery Plan	Written	Within 30 Days of Effective Date Initially, with Annual Updates Thereafter
3	Change Management Plan	Written	Within 30 Days of Effective Date
4	Public Outreach Plan	Written	Annual, if Exercised by the State
5	Conduct Training	Non Software/Software	Continuous
6	Project Status Reports	Written/Non Software	Every Two Weeks
7	User Acceptance Testing	Written/Non-	Continuous

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES**  
**ON-BOARD DIAGNOSTICS AND SAFETY INSPECTION**  
**MANAGEMENT PROJECT**  
**CONTRACT 2012-015- PART 3**  
**EXHIBIT A**  
**CONTRACT DELIVERABLES**

		Software	
8	Hardware Upgrade Completed	Non-Software	June 30, 2013

**3. TRAINING AND OUTREACH DELIVERABLES**

Training and outreach will be in accordance with the requirements set forth in Contract Exhibit L: *Training and Outreach 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*.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
ON-BOARD DIAGNOSTICS AND SAFETY INSPECTION  
MANAGEMENT PROJECT  
CONTRACT 2012-015- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 COMPENSATION**

All Contract payments will be made by the individual NHOST Inspection Stations, and the State will not be responsible for the payment of any fees to Gordon-Darby under the Contract. (Please see pricing section, Table E-1) Gordon-Darby shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Gordon-Darby to invoice the Inspection Stations for the following items at fixed pricing/rates appearing in the price and payment tables below during the term of the Contract and any extensions thereof: The pricing below is for inspections taking place on or after July 1, 2012.

Table E-1 Pricing						
	Initial Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Per Test		3.31	3.31	3.31	3.31	3.31
Monthly Minimum Fee		60.00	60.00	60.00	60.00	60.00
Monthly Minimum Test Volume		22	22	22	22	22
<b>*Additional Fee Per Test for:</b>						
Base Covert Audit – Trigger Data Analysis		.07	.07	.07	.07	.07
On Demand Stickers		.22	.22	.22	.22	.22
Education Outreach		.27	.27	.27	.27	.27
Medium Duty (<14,000#)		.03	.03	.03	.03	.03
Voluntary Recall Notification		.10	.10	.10	.10	.10
<b>Other Pricing</b>						
Wireless Test Unit	\$275					
Wireless Barcode Reader	\$810					
Barcode Reader Cable (8.5')	\$28					
Barcode Reader Cable (15')	\$55					
Replacement Cables Orange DLC	\$28					
Replacement Cables Null Modem (2)	\$38					
Printer Toner (Standard Cartridge)	\$70					
Printer Paper (ream)	\$21					

\*Note - Each of these options must be activated in writing by the State.

**Table E-2 Additional Options Pricing**

	Year 1	Year 2	Year 3	Year 4	Year 5
Covert Audit – Base +100 cars/year	.17	.17	.17	.17	.17

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
ON-BOARD DIAGNOSTICS AND SAFETY INSPECTION  
MANAGEMENT PROJECT  
CONTRACT 2012-015- PART 3  
EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

Covert Audit – Base + 200 cars/ year	.27	.27	.27	.27	.27
On Demand Sticker Destructible Vinyl Backers	.11	.11	.11	.11	.11
On Demand Stickers Serialized Backers	.07	.07	.07	.07	.07
On Demand Stickers Direct Shipping	.27	.27	.27	.27	.27

<b>Table E-3: System Development Hours</b>						
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
No-cost development hours		2500	2500	2500	2500	2500

**2. MISCELLANEOUS**

In no event shall the State make payments to the Vendor for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

Vendor may propose additional accessories, deletions from offered accessories, and adjustments in price for current accessories from time to time. Such additional accessories and adjustments shall be subject to DMV Approval

**3. CONTRACT SECURITY/PERFORMANCE BOND**

Gordon-Darby shall furnish the State with a Performance Bond in an amount equal to \$1 Million within: ten (10) business days of receipt of notice of intent to award a Contract, or June 15, 2012, whichever is later. Gordon-Darby shall bear the full expense of both the initial expense and the annual premiums for the Performance Bond. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by Gordon-Darby in full force and effect until successful completion of the Warranty Period. Gordon-Darby or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this Contract or the Deliverables or the Specifications, or of any Change Orders.

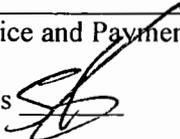
Payments shall not be due to Gordon-Darby until the Performance Bond is in place and approved by the State in writing. A licensed insurance company authorized to do business in the State of New Hampshire shall issue the Performance Bond, and the Performance Bond shall be made payable to the State of New Hampshire. The Performance Bond shall contain the Contract number and dates of performance. Gordon-

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

Darby shall extend the validity and enforcement of the Performance Bond for said periods if the State exercises an option to extend the Contract for any additional period(s).

The Performance Bond shall secure the performance of Gordon-Darby, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Gordon-Darby's default in performance or liability caused by Gordon-Darby. The Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against Gordon-Darby if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to Gordon-Darby's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar Software, Deliverables, other products, and Services to replace those terminated as a result of Gordon-Darby's default. In addition to this stated liability, the State may seek other remedies.

The State reserves the right to review the Performance Bond and to require Gordon-Darby to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to Acceptance of the Performance Bond.



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EXHIBIT C  
SPECIAL PROVISIONS**

Amendments to Terms and Conditions in Form P-37, herein and in RFP Appendix H

The following sections of Contract Agreement, Part 1 (Form P-37) are modified as follows:

1. Section 3 (Effective Date/Completion of Services) is amended as provided in Contract Agreement, Part 2, Section 1.3 (Contract Term).
2. Section 4 (Conditional Nature of the Agreement) is Not Applicable
3. Section 5(Contract Price/Price Limitation) is Not Applicable
4. Section 8 (Event of Default/Remedies) is amended as provided in Contract Agreement Part 2, Section 13 (Termination).
5. Section 9 (Data/Access/Confidentiality/Preservation) is amended as provided in Contract Agreement, Part 2, Section 11 (Use of State's Information, Confidentiality).
6. Section 10 is Not Applicable.
7. Section 14.1.1 is amended to show the amount of insurance is in agreement with Contractor's coverage currently in force for comprehensive general liability in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$10,000,000.00 for each occurrence.
8. Section 17 (Notice) is amended with the following:

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

TO Contractor:  
Gordon-Darby NHOST Services, Inc.  
S. Jay Gordon, Jr.  
2410 Ampere Dr  
Louisville, KY  
Tel: (502)266-5797

TO STATE:  
State of New Hampshire  
Department of Safety,  
Division of Motor Vehicles  
OBD Program  
23 Hazen Drive  
Concord NH 03305  
Tel: (603) 227-4165

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EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATE MEETINGS AND REPORTS**

The State believes that effective communication and reporting are essential to Project success.

Gordon-Darby Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Status Meetings:** Participants will include, at the minimum, the Gordon-Darby Program Manager and the State Project Manager. Subject to State availability, these meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule. The status meeting schedule may be modified by mutual agreement between Gordon-Darby and the State. A status report from Gordon-Darby shall serve as the basis for discussion.
- b. **The Work Plan:** will be reviewed at each Status Meeting on an as-needed basis and updated, on a schedule agreed to between Gordon-Darby and the State, in accordance with the Contract.
- c. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The State expects Gordon-Darby to prepare agendas and background for and minutes of meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Gordon-Darby's responsibility.

The Gordon-Darby Project Manager or Gordon-Darby Key Project Staff shall submit every two weeks status reports, unless this schedule is modified by mutual agreement between Gordon-Darby and the State. All status reports shall be prepared in formats approved by the State. Gordon-Darby's Program Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.

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

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

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

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**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

Gordon-Darby 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*.

Gordon-Darby 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. Gordon-Darby 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. Gordon-Darby 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 Gordon-Darby's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4. ACCOUNTING REQUIREMENTS**

Gordon-Darby 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 and Gordon-Darby shall maintain records pertaining to the Services and all other costs and expenditures.

**5. WORK HOURS**

If on site at the State of New Hampshire Gordon-Darby personnel shall work normal business hours between 8:00 am and 5:00 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.

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EXHIBIT E  
IMPLEMENTATION SERVICES**

Gordon-Darby shall provide the State with the following services set forth in Contract Exhibit A.

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

- A. Gordon-Darby shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Gordon-Darby and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. Gordon-Darby. Gordon-Darby 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.
- E. Gordon-Darby shall adopt an Implementation timeline aligned with the Work Plan.

**1.2 Timeline**

The timeline is set forth in the Work Plan. During the initial planning period, project task and resource plans will be established.

Gordon-Darby's Project management tracking software, methodologies and processes will be used for managing the Project.

**1.2.1 Implementation**

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

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

Implementation of new or upgraded functionality shall be piloted in one representative sample group to refine the training, Testing and Implementation approach set forth in Contract Exhibit F, *Testing Services*.

**1.2.2 Change Management and Training**

Gordon-Darby'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 State end user training.

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**1.2.3 Implementation**

Timing will be structured to recognize interdependencies between tasks and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

Implementation of new or upgraded functionality shall be piloted/beta-tested as set forth in Contract Exhibit F, *Testing Services*.

**1.2.4 Change Management and Training**

Gordon-Darby's change management and training services will be in keeping with its change management plan. Its approach relies on State resources for the execution of the change management and State end user training.

**2. IMPLEMENTATION METHODOLOGY**

The Gordon-Darby team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

**2.1 VID Access**

- a. Definition of "VID Access" - Gordon-Darby will:
  - 1) Provide read only access 24 hours per day, 7 days per week ("24x7") to the Project Data via an online thin client web portal subject to the exclusions listed below.
  - 2) Make available the VID for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
    - a) Scheduled maintenance, to occur outside of the Critical Operating Hours (COH, defined as Monday through Saturday; 7AM - 8PM), with the timing to be coordinated with the State;
    - b) Emergency (non-scheduled) outages; and
    - c) Scheduled outages for non-emergency VID or network changes, to occur outside of COH, with the timing to be coordinated with the State;

**2.2 Network Services**

- a. Definition of "Network Services" - Gordon-Darby will:
  - 1) Provide communication services between the NHOST inspection units and the NHOST VID, including both dialup and broadband connectivity at the inspection station's option. The NHOST inspection unit software is a thick client Windows application. Application level security and security levels ensure that users can only do what they are authorized to do. Transactions between the inspection unit and the VID are TCP/IP-based, triple-DES



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encrypted and take advantage of highly redundant pathways to the VID's real-time mirrored application servers.

- 2) Provide an URL web address for secure online thin client web access to the Project Data via the Gordon-Darby NHOST Reporting Portal.
  - 3) Provide an NHOST Administrative Application and related communication services with the VID. The NHOST Administrative Application is a thick client Windows application. Access to the application's features is restricted by username and password security. Transactions between the application and the VID are TCP/IP-based, triple-DES encrypted and take advantage of highly redundant pathways to the VID's real-time mirrored application servers.
- b. Conditions and assumptions related to Network Services:
- 1) Costs for equipment, labor and services to maintain Internet connectivity from within Gordon-Darby facilities are Gordon-Darby's responsibility.
  - 2) Gordon-Darby is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Gordon-Darby such as bandwidth issues outside of Gordon-Darby's network, excessive latency, network outages, and/or any other conditions arising on the network between the NHOST inspection units and the VID or, more generally, outside of Gordon-Darby's firewall or for any issues that are the responsibility of an inspection station's Internet Service Provider or telephone service provider.
  - 3) Gordon-Darby is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Gordon-Darby such as bandwidth issues outside of Gordon-Darby's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of Gordon-Darby's firewall or for any issues that are the responsibility of the State's Internet Service Provider.



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EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE**

**1. SECURITY**

Gordon-Darby shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. Gordon-Darby shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.



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EXHIBIT F  
TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

Gordon-Darby shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. Gordon-Darby will also provide training as necessary to the State staff responsible for test activities. Gordon-Darby 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 (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 development, Data and System preparation for testing, testing execution, and support of the State during User Acceptance Test and Implementation.

In addition, Gordon-Darby shall identify actual test results that differ from expected results and resolve problems identified during test execution. Gordon-Darby shall also correct Deficiencies and support required re-testing.

Testing and Acceptance activities shall reflect the following Project conditions:

- The System is already in production, with no major enhancements or modifications incorporated into the Contract or Work Plan.
- The State has limited staff resources available for performing Testing and Acceptance.
- The primary System applications are the NHOST inspection unit software, the NHOST VID software and the NHOST inspection unit-VID communications software. The end users for these applications are primarily the inspection stations and inspectors, and not State end users.
- The System will function as a separate standalone system and will not be integrated with other State systems, with the exception of a nightly FTP batch transfer interface between the System and State systems.
- Based on past history in the previous contract between the State and Gordon-Darby for very similar services, releases are expected to occur on an approximately quarterly schedule for the individual NHOST software applications.

Given the above Project conditions, Testing and Acceptance activities involving NHOST inspection unit software, NHOST VID software and/or NHOST inspection unit-VID communications software will follow a standard process developed by Gordon-Darby and the State under the previous contract, which shall include:

1. Gordon-Darby performs rigorous internal testing;
2. Gordon-Darby shares its internal testing results with the State;
3. The State performs User Acceptance Testing. If requested, Gordon-Darby assists the State with limited testing to verify proper software performance;

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4. Following State approval the release for initial rollout, Gordon-Darby manages beta/real-world end user testing at a small number of volunteering stations;
5. Gordon-Darby reconvenes with the State to mutually decide whether the beta test should be offered network-wide, and
6. Gordon-Darby offers the updated software network-wide.

Testing and Acceptance activities involving NHOST Reporting Portal software and/or NHOST Administrative Application software will follow a similar standard process developed by Gordon-Darby and the State under the previous contract, which shall include:

1. Gordon-Darby performs rigorous internal testing;
2. Gordon-Darby shares its internal testing results with the State;
3. The State performs User Acceptance Testing. If requested, Gordon-Darby assists the State with limited testing to verify proper software performance; and
4. Following State approval, Gordon-Darby rolls the release out to production.

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is complete and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. Upon State request, Gordon-Darby shall assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct performance testing, at no additional cost.

Testing begins upon completion of the System configuration as required and user training according to the Work Plan. Testing ends upon UAT Acceptance by the State in writing.

#### **1.1 User Acceptance Testing (UAT)**

The User Acceptance Test (UAT) is a verification process performed in a copy of or the production environment, depending on the specific functionality to be tested. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

Gordon-Darby must certify , that the Gordon-Darby staff has successfully executed all prerequisite testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. The State will be presented with certification that Gordon-Darby has completed the prerequisite tests, prior to the State staff involvement in any testing activities

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

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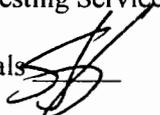
Gordon-Darby Team Responsibilities	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan for the Acceptance Test.</li> <li>• Monitor testing execution and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the 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 testing and conduct User Acceptance Test activities.</li> <li>• Summarize Acceptance Test results.</li> <li>• Work jointly with Gordon-Darby in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>

**1.2 Successful UAT Completion**

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

**1.3 System Acceptance**

Upon completion of User Acceptance Testing the State shall issue a Letter of Final System Acceptance.



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EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

The Vendor shall maintain and support the System in all material respects as described in the applicable program documentation for the full term of the Contract.

**1.1 – Maintenance Releases**

The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no cost.

**1.2 – Vendor Responsibility**

The Vendor shall 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.

As part of the System maintenance agreement, ongoing System maintenance and support levels, including all new Software releases, hardware upgrades or replacement, or service requests shall be responded to according to the following:

**a. Class A Deficiencies**

For all Class A Deficiencies, the Vendor shall provide, to the State and Inspection Stations on-call telephone assistance, with issue tracking available to the State, during normal business hours, with an e-mail / telephone response within two (2) hours of request. The Vendor shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and

**b. Class B & C Deficiencies**

The State or the Inspection Station shall notify the Vendor of such deficiencies during regular business hours and the Vendor shall respond back within eight (8) business hours of notification of planned corrective action;

**1.3** The Vendor shall repair or replace Software and hardware and provide maintenance in accordance with the Specifications, Terms and Requirements of the Contract;

**1.4** The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State or Inspection Stations;

**1.4.1** For all helpline calls pursuant to Appendix C, Section C-10, the Vendor shall ensure the following information will be collected and maintained:

- i. Nature of the Deficiency;
- ii. Current status of the Deficiency;
- iii. Action plans, dates, and times;

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- iv. Expected and actual completion time;
- v. Deficiency resolution information;
- vi. Resolved by;
- vii. Identifying number i.e. work order number; and
- viii. Issue identified by;

**1.4.2** The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies.

**1.4.3** Deficiencies found during the term of the Contract shall be corrected by the Vendor in a mutually agreed upon timeframe.

**1.5 - Viruses; Destructive Programming**

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

**1.6**

If the Vendor fails to correct a Deficiency as stated in Exhibit G, section 1.2 , the Vendor shall be deemed to have committed an Event of Default, pursuant I-13: Termination and the State shall have the right, at its option, to pursue the remedies in I-13 within thirty (30) days of notification to the Vendor of the State's notice of intent.

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EXHIBIT H  
PRIORITY RESPONSES**

Contractor Responses to Exhibit D in the RFP

**Table C-2 General System Requirements -Vendor Response Checklist**

Item #	SECTION C-1: SYSTEM CAPACITY	Meet? Y/N
C 1.1	The System shall be able to conduct annual OBD inspections and record and report all data associated with the OBD tests as well as the State's safety and anti-tampering inspection results statewide. The System shall have the capability to accommodate increasing or decreasing numbers of inspections, inspection stations, or inspectors.	Y
C 1.2	DMV shall produce daily extract files for registrations, inspection stations, and inspection stickers. These files will be automatically placed on a secure FTP server. The Vendor shall extract these files for processing to the VID. An example of the interface file record layouts is in Exhibit C-1 of Appendix C.	Y
C 1.3	Vehicles to be OBD tested include all 1996 and newer gasoline and all 1997 and newer light duty diesel vehicles and light duty trucks up to 8,500 pounds Gross Vehicle Weight Rating.	Y
C 1.4	The System shall be able to check a vehicle's inspection history to determine if it has been previously tested and shall display the details for any items that caused the vehicle to fail its previous inspection. The System shall also display details for any items that were corrected.	Y
C 1.5	The System shall provide information to an inspector about the location of the Data Link Connector (DLC) if queried.	Y
C 1.6	The System shall provide access to New Hampshire Revised Statutes Annotated and Administrative Rules, (Saf-C 3200) that are relevant to the I/M program.	Y
C 1.7	All OBD and safety inspection results shall be transmitted to a secure Vehicle Inspection Database (VID) to be developed by the Vendor.	Y
C 1.8	The System shall provide for an electronic connection, capable of two-way data transmission, between the inspection station and the VID.	Y
C 1.9	The System shall accommodate both dial-up and broadband access (or any other method described by the Vendor) to the VID by licensed inspection stations.	Y
C 1.10	The System shall include an auditor access capability that would enable state auditors/enforcement personnel to audit mechanics inspection station activity and report the results of the audit(s).	Y
C 1.11	The Vendor shall retain all user, technical, and System documentation as well as Work Plans, Status Reports, and correspondence as project documentation. Documentation must be compatible with the State's software.	Y

Item #	SECTION C-2: SYSTEM OPERATION	Meet?
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2012-015 Exhibit H-Priority Responses

Initial All Pages:

Gordon-Darby's Initials 

Exhibit H

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		Y/N
C 2.1	The System shall log all activities to a central server to document all application transactions that have taken place.	Y
C 2.2	The System shall require that any emissions test be performed prior to the safety test results being entered.	Y
C 2.3	The System shall be designed such that the OBD test follows the inspection procedures established by federal regulations. Readiness criteria shall be that established by State administrative rules or as directed by DMV.	Y
C 2.4	The System shall reject a vehicle in accordance with federal requirements and the requirements of Saf-C 3200.	Y
C 2.5	The System shall present the inspector with only those testing options and associated data fields that are appropriate for the specific vehicle being inspected/tested. Test results of the required components shall be clearly displayed.	Y
C 2.6	The Vendor's System shall be able to electronically issue administrative certificates, which include vehicles receiving either an economic hardship waiver or a "Director's Certificate" as described in Saf-C 3222. The DMV Director shall have sole authority for authorizing issuance of a hardship waiver or Director's Certificate. Vendors must maintain records of all waivers and certificates that are tied to the specific vehicle and inspection in the VID.	Y
C 2.7	The System shall include a VIN Decoder that is capable of decoding the VIN to include the full vehicle characteristics applicable to inspection covering at least 98% of the vehicles receiving OBD or basic safety inspection, excluding the current model year.  The System shall provide a VIN decoder override to authorized State personnel for vehicles that are permanently modified or that DMV determines are eligible.  Testing shall be halted if the decoded VIN contains the letters "I" or "Q," Triple zeros, or any other disallowable anomalies of NHTSA VIN standards.	Y
C 2.8	The System shall automatically generate and print on-site, a VIR and, if applicable, a failure report for each inspection. The VIR and failure report must contain, at a minimum, the information required by 40 CFR 85.2223 and Saf-C 3222.05. Failure reports should also include both general and specific information relating to reason for an OBD failure and what steps are recommended to ensure that these issues are properly addressed and corrected. DMV shall approve the final design of the VIR and failure reports.	Y
C 2.9	Previous inspection data shall be available to the inspector, regardless of where the inspection took place and shall be limited to inspection data presented on the VIR. No cost information shall be available to any station other than to the station that performed the inspection.	Y
C 2.10	The System shall provide non-inspector authorized management restricted access to their station's inspection data to enable them to audit their own operations. Information available shall be the same information presented on the VIR. A minimum of 60 days test data shall be immediately available, older test data within the period of the contract will be available by requesting a report for the specified time period. Managers may designate one or more alternative email address that will receive requested data reports and all notifications that are sent by the Vendor to the testing	Y

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	equipment, either on behalf of the State or the Vendor. Managers shall not be able to access information about any station other than their own.	
C 2.11	Vendors shall provide necessary on-site technical support relative to the Vendor's equipment and its operation for all licensed inspection stations. Proposals should describe the criteria necessary to warrant an on-site technician's visit and projected response times for providing on-site technical support.	Y
C 2.12	The System should allow for a certain amount of off-line testing for a short term only, to be specified by DMV, in the event that connectivity is lost	Y
C 2.13	The System's hardware/software shall receive, process, and respond to transactions initiated by inspection stations in no more than 45 seconds for 99.99 % the time from the hours of 5 am to 9 pm 7 hours per week. And in no instance greater than 55 seconds, from the time that the transaction is completely keyed and/or scanned into a terminal until the appropriate response appears on the terminal. If this requirement does not readily lend itself to a Vendor's proposed System, the Vendor should explain how their proposed System would satisfy the timeliness requirements of this subsection.	Y
C 2.14	The Vendor shall include a proposed "referee" inspection option for motorists who dispute an OBD test result including proposed locations in the state, and the criteria to be used to determine if a motorist qualifies for the referee inspection.	Y

Item #	SECTION C-3: SYSTEM EQUIPMENT	Meet? Y/N
C 3.1	The OBD testing equipment shall comply with applicable federal and State requirements.	Y
C 3.2	<p>Each workstation shall include:</p> <ul style="list-style-type: none"> <li>• a computer with keyboard, mouse, and monitor (15" minimum)</li> <li>• a toner-based laser printer capable of producing both text and graphics at a sufficient speed so as to not delay the completion of the inspection. The sticker printer (see request for separate pricing of this component in Section C-12 of this Appendix) shall be secure against fraud, tampering and misuse. Vendors may propose a single printer for both the VIR and sticker.</li> <li>• a bar code reader</li> <li>• an OBD scan tool</li> <li>• a workstation cabinet or cart capable of being easily moved around an inspection station</li> </ul> <p>Vendors shall offer stations the option of wireless bar code readers and OBD scan tools, but will be allowed to collect an additional fee from stations for the choice of the wireless equipment.</p>	Y
C 3.3	The System shall be equipped with a bar code reader able to accurately scan the AAMVA	Y

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	standard 2D barcode on the vehicle registration (or the 1D bar code on the vehicle's dashboard or doorpost) and convert the data to alphanumeric characters that will automatically populate the appropriate data fields used to identify the vehicle being inspected/tested.	
C 3.4	Proposals must specify what equipment, including replacement equipment, and supplies are provided to stations as part of the per-test fee, and what equipment or supplies stations will be required to purchase separately and the cost of those items. The Vendor should provide a pricing option, if applicable, for any components they can offer in a wireless version.	Y
C 3.5	The cable connecting the DLC to the modem or wireless transmitter must provide a visual signal to confirm proper voltage exists at the DLC and that the wireless or modem connection is complete.	Y
C 3.6	The equipment provided to the stations shall be durable and designed to withstand a shop environment. It should be of a size and design that prevents it from being easily lost or stolen. Vendors may want to propose operational requirements that will prevent any wireless components from being lost, such as requiring docking of such equipment in order to complete an inspection.	Y
C 3.7	The computer provided as part of the Workstation shall meet or exceed the Environmental Protection Agency's ENERGY STAR certifications in effect at the time of release of this RFP.	Y
C 3.8	Newly acquired emission test Systems shall be subjected to acceptance test procedures to ensure compliance with program specifications.	Y
C 3.9	The Vendor shall provide the DMV with two fully functional Workstations identical to those used by the inspection stations, inclusive of full technical support, peripherals, and consumable supplies.	Y
C 3.10	See Section 12: Mandatory Proposal Components regarding printing of inspection stickers.	Y
C 3.11	At the conclusion of the Contract the Vendor shall be responsible for removing all hardware from Inspection Stations unless alternative agreement is made pursuant to the Vendor contract with the Inspection Stations.	Y

Item #	SECTION C-4: SYSTEM SECURITY	Meet? Y/N
C 4.1	The Vendor's proposed solution shall include a fully documented security system that will verify the identity and access rights (inspection license type and status) of each individual inspector and the licensed inspection station at the time that they attempt to access the testing/reporting system. The System shall also be able to lockout inspectors and/or inspection stations, whose privileges have been suspended or revoked.	Y
C 4.2	The System will verify the identity or authenticate all of the System client applications to prevent unauthorized access to data or services.	Y
C 4.3	The System will verify the identity or authenticate all of the System's human users before allowing access to the System or its data and shall require inspectors to log in prior to each	Y

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	inspection.	
C 4.4	The System will allow only licensed inspectors that have successfully completed all training and associated testing to conduct inspections.	Y
C 4.5	The System shall ensure that inspections are performed at only those inspection stations and by only those inspectors that possess a current, valid inspection license of the type required to conduct the inspection/test that they are performing.	Y
C 4.6	The Vendor shall work collaboratively with the DMV to develop a process to maintain a daily list of inspection stations that are temporarily not authorized to purchase inspection stickers.	Y
C 4.7	Vendors shall describe in detail how they will secure their test/reporting equipment to prevent unauthorized individuals from accessing or tampering with the hardware or software.	Y
C 4.8	The System will maintain a very high level of security protocols, including, but not limited to: <ul style="list-style-type: none"> <li>• enforcement of unique user names</li> <li>• encryption of passwords in transition and at rest within the database</li> <li>• enforce session timeouts for inactivity</li> <li>• no storage of authentication credentials or sensitive data in the application</li> <li>• ability to audit all failed access attempts</li> <li>• a protocol to prevent access to data and communications by unauthorized users</li> <li>• Subsequent application enhancements or upgrades shall not remove or degrade security requirements</li> </ul>	Y
C 4.9	The System shall be able to track and maintain a clear audit trail for all inspection stickers from the time that inspection station purchases them until they are applied to the vehicle.	Y
C 4.10	The System shall maintain appropriate records to allow for a complete audit of all activity on the Vendor's equipment for each inspection unit, inspection station, and inspector.	Y
C 4.11	The System must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	Y
C 4.12	The Vendor shall be responsible for virus protection for the System, including workstations provided to inspections stations, and shall repair or replace any equipment damaged by a virus.	Y

Item #	SECTION C-5: VEHICLE INSPECTION DATA BASE (VID)	Meet? Y/N
C 5.1	The Vendor shall provide and maintain a Vehicle Inspection Database (VID) for the State. The state shall own all data in the database and the data may not be used for purposes other than operation of the state inspection program unless expressly approved by DMV. The VID shall be initially populated with one year of historical data provided to the Vendor by the State in a	Y

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	mutually agreed upon format.	
C 5.2	The VID shall remain physically and electronically secure and online for 99.99% of the time (based on availability from 5 am to 9 pm, seven days per week). For the purposes of calculating uptime, as long as all end-users (inspection stations, DMV, and State Police) are able to perform any desired business function(s), the VID/System shall be considered "up and running."	Y
C 5.3	The Vendor must provide a detailed Disaster Recovery and Business Continuity Plan that will ensure that no data or functionalities are lost if the primary VID goes down. The requirement is for guarantee transparent application failover to the DMV, inspection stations, and other authorized end-users.	Y
C 5.4	If the primary VID must be taken off-line for maintenance or any other non-emergency reason, all System operations shall immediately shift to the backup VID just as if the transfer had been an "emergency."	Y
C 5.5	The Vendor shall schedule maintenance on either VID to minimize any potential impact to operations. The Vendor shall include this in the description of their System's technical specifications/operations.	Y
C 5.6	The Vendor shall notify the state in advance of any scheduled transfer of operations from the primary VID to the backup VID and shall provide a high-level overview of the reason for the switchover and an estimate of how long operations will be transferred to the backup VID. This shall also apply to any maintenance of the backup VID in that the Vendor shall notify the state immediately (during the regular working hours) or at the start of the next regular workday (in case of state holidays or weekends) if the backup VID must be taken off-line. The Vendor shall provide the state with the same information about the backup VID downtime as in the case of the primary VID been taken off-line.	Y
C 5.7	Proposals should indicate if the Vendor intends to locate the primary VID in New Hampshire or out of state, as well as plans for a backup VID. The Proposals should fully explain the reason that the Vendor has chosen a particular configuration and how it will benefit State of New Hampshire. The backup VID shall be housed in an appropriately equipped data center that is located far enough away from the primary VID to significantly reduce the probability that any single act of man or nature would render both VIDs inoperable.	Y
C 5.8	All data transmitted to and stored in the VID shall be maintained in a format that will facilitate the transfer of all data into a State database at the end of the contract.	Y
C 5.9	The System shall collect, store, make available, and report the following information electronically to the VID for each test conducted:  <ol style="list-style-type: none"> <li>1. Unique inspection record identifier</li> <li>2. Test start date and time;</li> <li>3. Test end date and time;</li> <li>4. Test type (i.e. agricultural, passenger, motorcycle, trailer, truck/bus, etc.);</li> <li>5. Test sequence sequentially tracked by VIN (initial, re-test, or aborted);</li> <li>6. Inspection stations license number and type of license;</li> <li>7. Inspector's ID and Mechanic Certificate number;</li> <li>8. Workstation serial number (or ID number);</li> </ol>	Y

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|  | <ul style="list-style-type: none"><li>9. Software version;</li><li>10. Sticker number including series year;</li><li>11. Inspection data per inspection type (OBD &amp; safety, safety only, visual &amp; safety);</li><li>12. Overall inspection result (pass/fail/abort);</li><li>13. The vehicle's:<ul style="list-style-type: none"><li>a. +VIN;</li><li>b. +*Model Year;</li><li>c. +*Make;</li><li>d. +*Model;</li><li>e. +Transmission Type (automatic, manual);</li><li>f. +Number of Cylinders;</li><li>g. +*Fuel type (diesel, gasoline and non-diesel, none);</li><li>h. Odometer reading;</li><li>i. +Registration Date;</li><li>j. +Registration Expiration Date;</li><li>k. +Registration number;</li><li>l. +Vehicle Type (per DVM Registration Classifications);</li><li>m. +*Body style;</li><li>n. +*Gross Vehicle Weight Rating.</li></ul></li><li>14. Visual anti-tampering inspection results (pass/fail/abort);</li><li>15. Safety inspection results (pass/fail/abort);</li><li>16. OBD diagnostic inspection results for each test, including;</li><li>17. Make and model of scan tool;</li><li>18. Indication as to whether the DLC is missing, has been tampered with, is damaged or is inoperable;</li><li>19. Indication as to whether:<ul style="list-style-type: none"><li>a. The MIL is commanded on or off;</li><li>b. The MIL is illuminated with ignition key in "key on engine off" position;</li><li>c. The MIL is illuminated with engine running; and</li><li>d. The vehicle can communicate with the scan tool;</li></ul></li><li>20. Support and readiness status of the:<ul style="list-style-type: none"><li>a. Catalyst monitor;</li><li>b. Heated catalyst monitor;</li><li>c. Evaporative system monitor;</li><li>d. Exhaust gas recirculation (EGR) monitor;</li><li>e. Oxygen (O2) sensor(s) monitor(s);</li><li>f. Heated O2 sensor(s) monitor(s);</li><li>g. Secondary air monitor;</li><li>h. A/C refrigeration monitor, if vehicle is so equipped;</li><li>i. Component monitor;</li><li>j. Fuel system monitor; and</li><li>k. Misfire monitor.</li></ul></li></ul> |  |
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	<ul style="list-style-type: none"> <li>l. Diagnostic trouble codes, if applicable;</li> <li>m. Detection of adequate voltage;</li> <li>n. The total number of DTCs detected;</li> <li>o. A complete listing of all DTCs detected and associated failure code explanations;</li> <li>p. Pass or fail;</li> </ul> <ul style="list-style-type: none"> <li>21. License plate number;</li> <li>22. Inspection sticker number (including series year and serial number);</li> <li>23. Any inspector comments entered during the course of an inspection;</li> <li>24. Corrected items, if applicable;</li> <li>25. Test fee charged to the station for the inspection; and</li> <li>26. Type of waiver issued, if applicable, and unique waiver identification code, used in lieu of an OBD inspection.</li> </ul> <p>+Those items marked with a plus sign (+) above shall be captured through decoding of the VIN or from DMV's Registration Data Base.</p> <p>*Those items marked with an asterisk (*) above shall allow manual entry by the inspector in the event the VIN decoder does not pre populate the information.</p>	
C 5.10	The System shall enable the safety inspector to enter free-text comments about the vehicle and/or inspection. This field shall expand to a minimum capacity of 250 characters.	Y
C 5.11	No Personal Identifying Information (PII) shall be stored in the VID or accessed at any time during the inspection/testing process.	Y
C 5.12	<p>The System shall prevent either an OBD or safety-only inspection from proceeding if any of the following occur:</p> <ul style="list-style-type: none"> <li>1. The VIN plate is damaged, has been tampered with, or is missing.</li> <li>2. More than three characters in the vehicle's VIN do not match the VIN on the registration.</li> <li>3. The vehicle being inspected is a composite vehicle with a VIN that does not begin with the two-letter postal abbreviation for the state that issued the original "state-issued VIN."</li> <li>4. The registration plates on the vehicle do not match the registration, unless the plates are especially issued by the Director of Motor Vehicles (e.g. legislative "cover plates").</li> <li>5. The VIN contains anomalies or any other feature(s) that are inconsistent with the NHTSA standard.</li> </ul>	Y
C 5.13	The accuracy of the inspection database shall be maintained through "periodic internal and/or third-party review".	Y

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Item #	SECTION C-6: HOSTING REQUIREMENTS	Meet? Y/N
C 6.1	Vendor shall provide a secure Data Center with dedicated servers, an on-site System operator, managed firewall services, and managed backup procedures. Vendors shall describe in detail how they will protect the physical, environmental, and electronic security of their data.	Y
C 6.2	The Vendor's Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and other security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	Y
C 6.3	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the System and support users with permission based logins.  State access will be via VPN or Internet Browser	Y
C 6.4	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider. .	Y
C 6.5	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	Y
C 6.6	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the System through a network connection that meets the Vendor's specifications.	Y
C 6.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	Y
C 6.8	Disaster Recovery plans must be fully documented and must address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs. The selected Vendor shall be required to successfully complete a real-world test of their Disaster Recovery and Business Continuity Plan.	Y
C 6.9	The Disaster Recovery Plan shall include, but not be limited to, the following:  1. Plan for testing Disaster Recovery and Business Continuity Plan before and after	Y

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	<p>implementation;</p> <ol style="list-style-type: none"> <li>2. Scope of recovery plan (degree to which outline covers all likely events);</li> <li>3. Vendor's ability to take immediate action;</li> <li>4. Degree to which redundancies exist;</li> <li>5. Assessment of how long the recovery process will take;</li> <li>6. Time required to make the System operational;</li> <li>7. Prioritization for recovery of critical applications.</li> </ol>	
C 6.10	The Disaster Recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Y
C 6.11	Vendor shall adhere to a defined and documented back-up schedule and procedure.	Y
C 6.12	Back-up copies of data must be made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	Y
C 6.13	Scheduled backups of both VIDs must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Y
C 6.14	Tapes or other back-up media must be securely transferred from the site to another secure location to avoid data loss with the loss of a facility.	Y
C 6.15	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	Y
C 6.16	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.99% uptime, exclusive of the regularly scheduled maintenance window which shall not be between 5am and 9pm.	Y
C 6.17	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	Y
C 6.18	Where redundant connections are not provided, then the Internet Vendor who provides the	Y

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	Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	
C 6.19	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	Y
C 6.20	Vendor should provide the State with multi level user access with editing capabilities to all inspection station, Workstation, and administrative functions (i.e. Call center data, service history, station status, Mechanic's status, and auditor pass codes)	Y
C 6.21	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem. Because transparent application failover for the end-user is a mandatory requirement, failure to provide uninterrupted functioning of applications at the DMV or inspection station end shall in itself constitute a failure of the plan and at the states option, be grounds for contract termination.	Y
C 6.22	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	Y

Item #	SECTION C-6: HOSTING REQUIREMENTS	Meet?
		Y/N
C 7.1	The Vendor shall employ security measures ensure that the System data are protected.	Y
C 7.2	If System data is hosted on multiple servers, data exchanges between and among servers must be encrypted. The encryption requirements shall not apply provided that the multiple servers are protected behind the same firewall.	Y
C 7.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	Y
C 7.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the	Y

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	System architecture in order to provide confidentiality, integrity and availability.	
C 7.5	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence, if during normal business hours. If the breach occurs outside of normal business hours, then the Vendor shall notify the state's Project Manager immediately by e-mail with a follow-up telephone call at the beginning of the next business day.	Y
C 7.6	The Vendor shall ensure its complete cooperation with the State in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the System.	Y
C 7.7	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	Y
C 7.8	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	Y
C 7.9	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	Y

Item #	SECTION C-8: DATA ANALYSIS AND REPORTING REQUIREMENTS	Meet?
		Y/N
C 8.1	The Vendor shall provide the State with multi-level user access restrictions to the multi-dimensional data warehouse and provide static and real time ad hoc query reports with user selectable date ranges that can be drilled down for safety and OBD inspection statistics, audit reports, and service reports. The portal shall be available 24/7 and provide the ability to print all reports generated in a readable format. Report formats will be agreed upon at the start of the contract and may be revised by DMV during the contract period.	Y
C 8.2	Vendors must provide a program to identify inspection stations and inspectors of potential inspection fraud through data analysis. The State currently uses and has had a 100% success rate in enforcement cases and legal hearings using data analysis "triggers" for OBD Communication Protocol mismatch, OBD No Voltage, OBD Readiness Pattern mismatch, safety rejections, OBD test rejections, Station-Inspector, and weighted (combinations of the above). The current triggers being used incorporate underlying analysis of vehicle inspection	Y

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	data with the results used to compare station or inspector performance against that of their peers. Network-wide results of triggers run against a data warehouse that includes recorded test results current through the end of the previous day are returned in graphical format, enabling the ability to view the distribution of trigger performance across the network (e.g. worst performers). Alternatively, specific station or inspector ID numbers can be entered to return trigger results for that individual performer. Enforcement triggers shall be available 99.99% of the time and able to be viewed online via a secure portal, printed, or exported for further analysis.	
C 8.3	Proposals should also provide a detailed explanation of the Vendor's data analysis methodologies, including sample analyses (with plain-English explanations) if they have successfully employed this approach in other programs. <i>Note: If providing samples from one or more of their other OBD programs, Vendors should identify the state in which the program is or was operating and should provide complete contact information for state personnel (from that program), who can verify the results and authoritatively comment on the success of the Vendor's approach.</i>	Y
C 8.4	The Vendor shall provide all data required for the annual and biennial reports required by 40 CFR Part 51 pursuant to the OBD inspection program to the DMV no later than June 1 of each year. The Vendor will propose a format for this report at the start of the contract and must obtain State agreement on that format. Format revisions may be requested throughout the contract period with a minimum of 3 months advance notice.	Y
C 8.5	The System shall generate a Sticker Distribution Report that shall be available to the inspection station and the State electronically and be printable. The report must be able to identify the sequence of stickers issued by an inspection station, listed in order, including any gaps and/or duplicates for each sticker book sold to the station. The report shall include the following information:  <ol style="list-style-type: none"> <li>1. Sticker number</li> <li>2. VIN</li> <li>3. Test date</li> <li>4. The identification number of the mechanic that issued the sticker</li> <li>5. Vehicle Year, Make, and Model</li> <li>6. Odometer reading (in thousands)</li> <li>7. Date report is printed</li> </ol> <p>The Vendor shall propose a method for managing duplicate inspection stickers.</p>	Y
C 8.6	The Vendor shall maintain a record of the activities related to repair or maintenance activities on the host server performed for the State and shall report quarterly on the following:  <ol style="list-style-type: none"> <li>1. Server up-time</li> <li>2. All change requests implemented, including operating system patches</li> <li>3. All critical outages reported including actual issue and resolution</li> <li>4. Number of deficiencies reported by class with initial response time as well as time to</li> </ol>	Y

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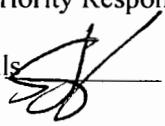
Item #	SECTION C-9: COST & FINANCIAL REQUIREMENTS	Meet? Y/N
C 9.1	All financial transactions associated with the NH I/M Program will take place between the Vendor and the licensed inspection stations. The State shall not have any financial obligation to the Vendor unless additional services are requested and specifically contracted with the Vendor.	Y
C 9.2	The selected Vendor shall be responsible for entering into a contractual agreement with each NH DMV-licensed inspection station.. A copy of a draft contract must be included in the Proposal and must clearly spell out each party's duties, responsibilities, and rights, including any limits to the Vendor's liability regarding equipment failure, damage, loss, and theft.	Y
C 9.3	Vendors shall only charge stations for the OBD inspections and shall allow one free re-test at the original inspection station for vehicles failing the OBD test if conducted within the 60-day OBD repair period. The System must allow stations to conduct and report all other inspections through the Work Station at no charge.	Y
C 9.4	Vendors shall submit a fully loaded cost response inclusive of all program elements on a "fee per test" basis. The Proposal must document the inspection type (OBD, anti-tampering, or safety only) and volume used as the basis of the per test fee.	Y
C 9.5	The cost response for the items listed in Section C-12 specified as items to be priced separately shall be presented as the impact per each item on the base per test fee.	Y
C 9.6	The Vendor shall provide program support to the State over the course of the contract and attend program related meetings as requested.	Y
C 9.7	The Vendor shall provide 600 hours of software development services annually at no additional cost to the State or the inspection stations.	Y
C 9.8	Vendor shall provide evidence of their financial condition and ability to perform all of the services called for in the RFP and the Contract including, but not limited to, equipment procurement and the ongoing oversight of Inspection Stations. Specific requirements for demonstration of Vendor qualifications, including financial strength are in Appendix D.	Y
C 9.9	Vendors must maintain insurance coverage as specified in Appendix H, Form P-37.	Y
C 9.10	All Proposals shall allow for a re-test of OBD-only failures at no cost to the station provided the re-test occurs within 60 days of initial failure and is conducted at the same station as the initial test.	Y
C 9.11	The Vendor shall maintain records of all fees billed to and collected from inspection stations.	Y

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Item #	SECTION C-10: VENDOR TRAINING AND VENDOR AND MOTORIST SUPPORT	Meet? Y/N
C 10.1	<p>The Vendor shall develop, in consultation with the State, an effective program for inspector training and certification. The training shall include, at a minimum:</p> <ol style="list-style-type: none"> <li>1. Detailed instructions on how to operate the Workstation and complete a valid test for both OBD/Safety and Safety only testing.</li> <li>2. Information on the purpose of the OBD system and how it works to protect and improve air quality.</li> <li>3. Information (not specific) on how the Vendor's System can be used to detect and prevent fraud.</li> <li>4. The penalties for fraudulent inspection activity.</li> <li>5. Procedures for reporting expected fraud.</li> <li>6. Other training that the Vendor feels will improve the ease and quality of inspections in NH.</li> </ol>	Y
C 10.2	The Vendor shall maintain records of all inspector training and certification on the Vendor's equipment.	Y
C 10.3	The Vendor shall also provide training to necessary State of New Hampshire personnel as determined by DMV.	Y
C 10.4	The Vendor shall provide support to licensed inspection stations and inspectors in both operation of the equipment and repair and maintenance of the equipment. All requests shall be resolved within 48 hours, excluding weekends and State holidays. The Vendor will not be expected to provide support for vehicle repairs.	Y
C 10.5	The Vendor shall maintain a toll-free helpline/call center for motorists. The help line shall be staffed Monday through Friday from 8 AM to 6 PM and from 8 AM through 4 PM on Saturday. During all hours of operation, the helpline/call center supervisor on duty shall have OBD experience and shall be familiar with the requirements of the New Hampshire project. All call center staff must be able to communicate with the motorists of NH clearly, effectively, and concisely.	Y
C 10.6	The Vendor shall maintain a toll-free helpline/call center to respond to inquiries and to provide program technical assistance to inspection stations and inspectors. The help line shall be staffed Monday through Friday from 8 AM to 6 PM and from 8 AM through 4 PM on Saturday. During all hours of operation, the helpline/call center supervisor on duty shall have OBD experience and shall be familiar with the requirements of the New Hampshire project. All call center staff must be able to communicate with NH inspection station management and inspectors clearly, effectively, and concisely.	Y
C 10.7	The Vendor shall maintain a detailed real-time log of all helpline calls by date, time, issue, and resolution.	Y

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C 10.8	<p>The Vendor shall develop and maintain a website designed to provide information to and educate inspection stations and licensed inspectors that shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• an overview of the state inspection program and process</li> <li>• general information on how an OBD system functions</li> <li>• information on why OBD testing is required in NH</li> <li>• what the state inspection procedures are for both OBD and safety inspections</li> <li>• access to the contractual agreement necessary to acquire testing equipment for NH inspection station</li> <li>• Program information</li> <li>• Professional Development information and links (i.e. ASE website)</li> </ul>	Y
C 10.9	<p>The Vendor shall develop and maintain a website designed to provide information to and educate the general public that shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• the purpose and functionality of a vehicle's OBD system</li> <li>• applicability of the testing requirement</li> <li>• the need for OBD testing in NH and its relationship to air quality</li> <li>• the inspection process, potential outcomes, and consequences of those outcomes</li> <li>• the location and contact information for all licensed inspection stations</li> </ul>	Y
C 10.10	Websites shall record the number of visitors to the site and pages on the site visited to enable improvements to the information provided over time	Y
C 10.11	The Vendor must be responsive to requests from the State to publish appropriate State-developed or provided materials on Vendor maintained websites.	Y
C 10.12	The State of New Hampshire will retain ownership of any domain name of any website established by the Vendor for the NH I/M Program.	Y
C 10.13	The Vendor will work with the State in the development and distribution of education and outreach materials aimed at both the general public and the inspection and repair community.	Y
C 10.14	The Vendor, in coordination with DMV, shall conduct one outreach/listening session annually (90-120 minutes) for inspection stations and inspectors in each of the five Executive Council districts in specific locations to be approved by DMV. The listening sessions will allow for the inspection community to provide feedback to the State and the Vendor on issues relating to the I/M program. Any cost associated with holding these sessions, including fees for meeting locations, will be borne by the Vendor. The State will work to provide free meeting locations where feasible.	Y



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Item #	SECTION C-11: GENERAL REQUIREMENTS	Meet? Y/N
C 11.1	<p>Within 10 days of approval of a final contract by the NH Governor and Executive Council the Vendor shall participate in a program implementation meeting with the State and shall be prepared to present a Work Plan that includes, at a minimum:</p> <ul style="list-style-type: none"> <li>• a list of tasks necessary to complete roll out of the program;</li> <li>• the steps necessary to complete those tasks; and</li> <li>• and a timeline for completion.</li> </ul> <p>The Plan will discuss interdependencies associated with tasks and highlight critical events.</p>	Y
C 11.2	<p>Vendors shall provide a staffing plan for key personnel that includes the following:</p> <ul style="list-style-type: none"> <li>• management and subcontractor personnel who will be involved in developing, operation, or managing any part of the program;</li> <li>• names and titles of key personnel along with a comprehensive description of their roles, responsibilities, qualifications, and work experience related to emissions inspection;</li> <li>• the percentage of work time each key person will allocate to the NH I/M Program; and</li> <li>• the location at which the person will work.</li> </ul>	Y
C 11.3	<p>The Vendor shall identify all Subcontractors that will have a role in delivery of the services required under the RFP and specify the work to be done by them.</p>	Y
C 11.4	<p>The Vendor shall provide a headquarters office for its operations within New Hampshire and provide a description of the roles, responsibilities of personnel reporting to that office.</p>	Y
C 11.5	<p>The State believes that effective communication and reporting are essential to Project success. At a minimum, the State will require the following:</p> <ul style="list-style-type: none"> <li>• <b>Introductory, Kickoff, and Status Meetings:</b> Participants will include Vendor key Project staff and State Project leaders. When appropriate the Project Manager may attend via teleconference, but the Program Manager must attend in person. These meetings, which will be conducted weekly prior to full implementation of a Vendor's Proposal and at least bi-weekly thereafter, and will address overall Project status and any additional topics needed to remain on schedule and within budget. A status report on the Work Plan prepared by the Vendor will serve as the basis for discussion.</li> <li>• <b>Status Reports:</b> The Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the</li> </ul>	Y

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	<p>following:</p> <ul style="list-style-type: none"> <li>c. Project status as it relates to Work Plan</li> <li>d. Deliverables status</li> <li>e. Accomplishments during weeks being reported</li> <li>f. Planned activities for the upcoming reporting period</li> <li>g. Future activities</li> <li>h. Issues and concerns requiring resolution</li> <li>i. Report and remedies in case of falling behind Schedule</li> </ul> <p>Applicants shall describe the process that will be employed, including:</p> <ul style="list-style-type: none"> <li>▪ Timing, duration, recommended participants and agenda for the kickoff meeting;</li> <li>▪ Frequency and standard agenda items for status meetings; and</li> <li>▪ Availability for special meetings.</li> </ul> <p>By mutual agreement between the Vendor and DMV, status meeting frequency may change after full program implementation.</p> <p>Vendors shall provide an example of status reports prepared for another project.</p>	
C 11.6	The Vendor Project Manager and technical support staff shall be available, via phone or email, to the State between the hours of 8:00 am to 5:00 pm- Monday thru Friday EST.	Y
C 11.7	The Vendor shall deploy their System in a way that will bring the maximum number of inspection stations on-line in the shortest possible time.	Y
C 11.8	The Vendor shall create change management documentation and procedures.	Y
C 11.9	The Vendor shall conduct all testing as required by Appendix F.	Y
C 11.10	The Vendor shall document the amount of State resources required during implementation and continued operation of the Vendor's System, to include hours and skill set of State staff.	Y

Item #	SECTION C-12: MANDATORY PROPOSAL COMPONENTS*	Meet?
	*TO BE PRICED SEPARATELY	Y/N
C 12.1	Stickers on demand – Vendors shall propose on-site printing of inspection stickers. The sticker printer shall be secure against fraud, tampering and misuse. Vendors may propose a single printer for both the VIR and sticker. Stickers must be able to comply with the State's 60 day grace period for OBD-only failures. This component shall be priced separately.	Y
C 12.1.1	Inspection stickers shall be issued in a color unique to each year and must contain a minimum of	Y

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	<p>the following information:</p> <p>Unique identifying serial number for each sticker issued; The series year of the sticker (expiration year); Mileage; Vehicle identification number (VIN); Station ID and mechanic identifier; Date of issuance; and Sticker expiration month.</p> <p>The VID must link each inspection sticker to the corresponding inspection.</p>	
C 12.2	Vendors shall include testing and reporting of OBD inspections of medium duty gasoline and diesel vehicles with a gross vehicle weight rating of 14,000 pounds or less in their Proposal. The Proposal information may be limited to a discussion of whether existing equipment would be able to conduct those inspections and an estimate of the per-inspection cost. Any future inclusion of a medium duty OBD requirement would require an amendment to the existing contract. This component shall be priced separately.	Y
C 12.3	Vendors shall include a cost for Vendor-conducted covert audits as specified in Section 4.1.11.	Y
C 12.4	Vendors shall propose a method of informing inspectors and motorists that a vehicle presented for inspection is included in either a "Voluntary Emissions Recall" as defined at 40 CFR 85.1902(d), or in a remedial plan determination made pursuant to section 207(c) of the Clean Air Act. Vendors shall indicate if inclusion of this service would impact the per test fee in any way.	Y
C 12.5	The Vendor may propose a Vendor-implemented motorist education and outreach program as part of their services. If proposed Vendors shall provide a detailed education and outreach plan that describes the content and format (i.e. type of media to be used) of materials to be used that will result in more informed motorists who understand the environmental and cost-saving benefits of the NH I/M Program. The plan should, at a minimum, identify target audiences, specify strategies to reach the target audiences, and identify resources necessary to implement the plan, including State agencies, and what role those resources would play. This component shall be priced separately.	Y

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Gordon-Darby's Program Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Gordon-Darby's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Gordon-Darby and State Project Managers.

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

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

## 1. ASSUMPTIONS

### A. General

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

### B. Reporting

- Subject to State availability, Gordon-Darby shall conduct every two weeks status meetings with the State, and provide reports that include, but are not limited to, minutes, action items and Documentation. The status meeting and reporting schedule may be modified by mutual agreement between Gordon-Darby and the State.

### C. State User Training and Change Management

- Gordon-Darby A train the trainer approach shall be used for the delivery of State end-user training.
- The Gordon-Darby Team shall provide end-user training to the State Project Manager.



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- The State Project Manager is responsible for the delivery of end-user training to other State personnel.

**I. Performance and Security Testing**

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

**2. ROLES AND RESPONSIBILITIES**

**A. Gordon-Darby Team Roles and Responsibilities**

**1) Gordon-Darby Team Project Executive**

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

**2) Gordon-Darby Team Project Manager**

The Gordon-Darby 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 Gordon-Darby Implementation Team. The Gordon-Darby Team Project Manager will have the following responsibilities:

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



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- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise; and
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**3) Gordon-Darby Team Analysis**

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

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

**4) Gordon-Darby Team Tasks**

The Gordon-Darby team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures;
- 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.



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**1) State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the Gordon-Darby team;
- Assist the Gordon-Darby Program 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 Gordon-Darby Program Manager of any urgent issues if and when they arise; and
- Assist the Gordon-Darby team staff to obtain requested information if and when required to perform certain Project tasks.

**2) State Subject Matter Expert(s) (SME)**

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

- Be the key 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;
- Assist in mapping business requirements;
- Assist in Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Gordon-Darby Software Solution and the business processes the application supports.

**3) State Network Administrator (DoIT)**

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2012-015 Exhibit I Work Plan

Initial All Pages:

Gordon-Darby's initials

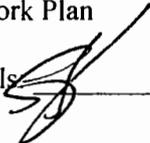


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The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- 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.

**3. SOFTWARE APPLICATION**

Gordon-Darby shall be responsible for providing and maintain the following Project applications:

- NHOST inspection workstation (unit) software;
- NHOST Vehicle Inspection Database (VID) software, including web-based portal access;
- NHOST inspection unit-VID communications software; and
- NHOST administrative application (Admin App).

**4. CONVERSIONS**

- The System is already in production, with no major enhancements or modifications incorporated into the Contract or Work Plan.
- 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.

**5. INTERFACES**

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

**Table 5.1: In-Scope Interfaces**

Nightly FTP Batch Transfer		State	Updated Station-Mechanic, Sticker and Registration data shall be transferred (nominally) nightly via FTP from the State database to the NHOST VID.
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**A. Interface Responsibilities**

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- Because the interface listed in Table 5.1 currently exists, development, testing and implementation requirements are not applicable.
- Gordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyGordon-DarbyThe State is responsible for the interface operation in production.

**6. APPLICATION MODIFICATION**

To more fully address the State’s requirements, the Gordon-Darby Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

**Table 6.1: Modifications – Gordon-Darby Developed**

NHOST Point Triggers		Gordon-Darby shall develop and implement up to five new enforcement triggers, with the triggers to be identified in consultation with the State.
Additional Non-Specified Enhancements		Gordon-Darby shall provide up to 2,500 hours per year of software enhancement support for application modifications requested by the State.
NHOST Inspection Unit Sticker Printing		If the State chooses to exercise the on demand stickers option, Gordon-Darby shall modify the NHOST inspection unit software to (1) print a windshield sticker to be inserted within the sticker backer, and (2) provide inspector prompts to guide sticker printing and the application of the sticker/backer to the vehicle windshield. Additional details are provided in Section III, Table section C 12.1, of Gordon-Darby’s Proposal to Department of Safety RFP 2012-015.



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NHOSIT Base Cover Audit Enhancements	<ul style="list-style-type: none"> <li>• Suspect performers report</li> <li>• Up to two additional triggers per year beginning in Operations Year Two (7/1/2013 – 6/30/2014)</li> </ul>	If the State chooses to exercise the base covert audit option, Gordon-Darby shall provide a suspect performers report that identifies inspectors suspected of inspection fraud or incompetence. Beginning in operations year two, Gordon-Darby shall also develop and implement up to two new enforcement triggers aimed at enhanced fraud detection, with the triggers to be identified in consultation with the State. Additional details are provided in Section II.11 of Gordon-Darby’s Proposal to Department of Safety RFP 2012-015.
NHOSIT Inspection Unit Medium Duty	<ul style="list-style-type: none"> <li>•</li> </ul>	If the State chooses to exercise the medium duty option, Gordon-Darby shall modify the NHOST inspection unit software to handle the OBD inspection of medium duty vehicles (up to 14,000 lbs gross vehicle weight). Additional details are provided in Section III, Table section C 12.2, of Gordon-Darby’s Proposal to Department of Safety RFP 2012-015.
NHOSIT Inspection Unit Voluntary Recall Notification	<ul style="list-style-type: none"> <li>•</li> </ul>	If the State chooses to exercise the voluntary recall notification, Gordon-Darby shall modify the NHOST inspection unit software to print applicable vehicle recall and technical service bulletin (TSB) summary descriptions for inspectors to provide to motorists. Additional details are provided in Section III, Table section C 12.4, of Gordon-Darby’s Proposal to Department of Safety RFP 2012-015.

**7. WORK PLAN**

The agreed upon Work Plan for the Contract is provided below. TBD Dates to be added upon contract award.

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WORK PLAN**

**Task\_Table1**

ID	Name	Duration	Start Date	Finish Date	Pred	Milestone
1	NHOST Preliminary Project Schedule (Note: For Proposal Succinctness, this Plan ends in 2012 not end of Contract. It can be expanded if the State so chooses.)	243 days	TBD	TBD		No
2	Governor and Executive Council Approval	1 day	TBD	TBD		Yes
3	Deliver Performance Bond (RFP I-19); Note: State Forms (RFP 4.3.1) included with proposal.	10 days	TBD	TBD	2	No
4	Program Implementation Meeting (RFP Appendix C 11.1)	6 days	TBD	TBD		No
5	JAD Sessions to Discuss RFP Appendix C 12 Options and Specific Items Called Out in Proposal	3 days	TBD	TBD		No
6	Revise Proposal Work Plan (RFP I-5) Per JADs	3 days	TBD	TBD	5	No
7	Work With State to Finalize Work Plan Prior To Contract Award (RFP 4.1.12)	25 days	TBD	TBD	6	No
8	Contract Award	1 day	TBD	TBD	7	Yes
9	Present Disaster Recovery and Business Continuity Plan to DMV	1 day	TBD	TBD	8	No
10	Present Acceptance Testing Plan to DMV	1 day	TBD	TBD	8	No
11	Order, Receive, Install, Configure, Test VID Server HW/SW/Operating System Upgrades	60 days	TBD	TBD	8	No
12	ATP VID Server and Network Architecture, including Disaster Recovery and Business Continuity. NH DMV to specify the role they choose to take in the ATP. Note: Disaster Recovery/Business Continuity to be Tested Annually thereafter.	1 day	TBD	TBD	11	No
13	Submit and Receive DMV Approval of VID,	5 days	TBD	TBD	12	Yes

2012-015 Exhibit I Work Plan

Initial All Pages:

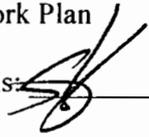
Gordon-Darby's initials: 

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	Network Architecture, Disaster Recovery and Business Continuity ATP					
14	Place Initial Order, Receive, Configure, Test and Prepare for Deployment NHOST Inspection Unit Replacement PC HW/Operating System	70 days	TBD	TBD	8	No
15	ATP NHOST Inspection Unit Replacement PC HW/Operating System. NH DMV to specify the role they choose to take in the ATP.	1 day	TBD	TBD	14	No
16	Submit and Receive DMV Approval of NHOST Inspection Unit Replacement PC HW/Operating System ATP.	5 days	TBD	TBD	15	Yes
17	Begin making NHOST Inspection Unit Software changes resulting from Proposal and JAD's. Possible examples include expanding the inspection notes field and collecting additional data that may be needed for additional triggers.	45 days	TBD	TBD	8	No
18	ATP and subsequent Statewide Rollout of a NHOST Inspection Unit Software Release containing new/different features as a result of the Proposal and JAD's. NH DMV to specify the role they choose to take in the ATP.	30 days	TBD	TBD	17	No
19	Begin VID SW changes resulting from Proposal and JAD's. Possible examples include additional triggers and the Quarterly System Performance Report (RFP Appendix C 8.6)	70 days	TBD	TBD	8	No
20	ATP and Subsequent Implementation of VID SW Changes resulting from Proposal and JAD's. NH DMV to specify the role they choose to take in the ATP.	5 days	TBD	TBD	19	No
21	Weekly Status Reports and Meetings/Conference Calls	76 days	TBD	Fri 6/29/12	8	No
22	Contract Starts	1 day	Fri 6/29/12	Fri 6/29/12		Yes
23	Beta Stations Begin working With Replacement NHOST Inspection Unit HW/SW	25 days	Mon 7/2/12	Fri 8/3/12	22	No

2012-015 Exhibit I Work Plan

Initial All Pages:

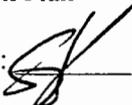
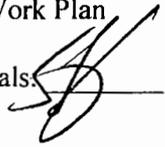
Gordon-Darby's initials: 

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24	Replacement NHOST Inspection Unit HW/SW begins Shipping Statewide as Existing NHOST Inspection Unit PC's fail. Note: this continues past 2012.	105 days	Mon 8/6/12	Fri 12/28/12	23	No
25	Bi-Weekly Status Reports and Conference Calls. Note: These continue past 2012.	130 days	Mon 7/2/12	Fri 12/28/12	22	No
26	Outreach/Listening Sessions (RFP Appendix C 10-14. One meeting per Executive Council District for a Total of 5). Note: these Continue Past 2012.	5 days	Mon 10/1/12	Fri 10/5/12		No



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SOFTWARE LICENSE

Not Applicable  
Not Used

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EXHIBIT L  
TRAINING AND OUTREACH SERVICES

Gordon-Darby shall provide the following Training and Outreach Services.

**1. INSPECTOR AND INSPECTION STATION TRAINING AND OUTREACH**

**A. Computer-Based Training (CBT) and Related Information**

- Gordon-Darby shall maintain inspector training videos and other informational materials contained on the NHOST inspection unit.
- Gordon-Darby shall work with the State to review and, if agreed, revise the questions included in the CBT inspector certification exam on the NHOST inspection unit.
- Gordon-Darby shall require new inspectors joining the inspection workforce to pass the (updated) certification exam; existing inspectors shall not be required to re-certify on the updated exam.
- Gordon-Darby shall develop and place on the NHOST unit short videos and other information designed to educate the stations on fraud detection, penalties and reporting procedures.
- Gordon-Darby shall develop and place on the NHOST unit short videos, printable how-to documentation and other information designed to educate station managers and DMV auditors about the equipment features available to them.

**B. Other Inspection Station Outreach**

- Appropriate information shall be shared with the stations via the existing NHOST unit notification blast system, an on screen 'Tip of the Day' feature on the NHOST units or other suitable medium.
- Gordon-Darby, in coordination with the State, shall conduct one outreach/listening session annually of 90-120 minutes for inspection stations and inspectors in each of the five Executive Council districts in specific locations to be approved by the State. The State shall work to provide free meeting locations where feasible.
- Gordon-Darby shall develop and present a short educational seminar, immediately prior to each of the five listening sessions to be held annually for inspection stations and inspectors in each of the five Executive Council districts, on features of the NHOST program for station managers and DMV auditors. The information presented shall be developed based on topical information gleaned from the network of stations in the NHOST program.
- Gordon-Darby shall maintain a website, [www.nhostservices.com](http://www.nhostservices.com), to provide information to and educate inspection stations and licensed inspectors. This shall include a summary of the inspection program and process; information on why OBD testing is required and OBD and safety inspection procedures; and a copy of the inspection station contractual agreement and informational packet.
- Gordon-Darby shall maintain and staff a toll-free telephone helpline to provide NHOST technical assistance to inspection stations and inspectors. The helpline shall be staffed Monday thru Friday, 8 am to 6pm Eastern Time; and Saturdays, 8 am to 4 pm Eastern Time. Helpline staffing shall include bi-lingual (English and Spanish-speaking) operators.
- Gordon-Darby shall work with the New Hampshire Auto Dealers Association (NHADA) with the State's approval to educate stations about the program, equipment operation and related administrative/management issues.

**2. STATE PERSONNEL TRAINING**

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TRAINING AND OUTREACH SERVICES**

- Gordon-Darby shall work with the State Project Manager to provide training on Gordon-Darby-developed applications and systems on an as-needed basis. This shall include providing as-needed training on new releases and features for the NHOST inspection unit software, NHOST My Vehicle Portal (MVP) and NHOST Admin App.

**3. PUBLIC OUTREACH**

- Gordon-Darby shall work with the State to develop and distribute education and outreach materials aimed at the general public. Distribution channels shall include vehicle inspection report (VIR) messaging, and other mediums agreed to between Gordon-Darby and the State.
- Gordon-Darby shall maintain a public website, [www.nhinspect.com](http://www.nhinspect.com), to deliver information to and educate the general public about the NH OBD inspection program. This shall include information that explains the purpose and functionality of a vehicle's OBD system; describes the need for OBD testing and its relationship to air quality; and explains the inspection process, potential outcomes, and consequences of those outcomes. The site shall provide location and contact information for licensed inspection stations, and allow stations to post their current inspection fee and notes.
- Gordon-Darby shall maintain and staff a toll-free telephone helpline to provide information and assistance about the inspection program and process to motorists. The helpline shall be staffed Monday thru Friday, 8 am to 6pm Eastern Time; and Saturdays, 8 am to 4 pm Eastern Time. Helpline staffing shall include bi-lingual (English and Spanish-speaking) operators.
- At the State's option, Gordon-Darby shall work with the State on a supplementary public information and education (PI&E) program designed to provide enhanced information to the general public about the program, their responsibilities, what to do if their vehicle receives an OBD rejection and other related information. , Gordon-Darby and the State shall mutually develop an annual PI&E plan, which shall then be used to guide public outreach and education activities for the year. Public outreach materials shall be subject to State approval prior to their dissemination.

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NH DOS DMV RFP 2012-015 (WITH ADDENDA) INCORPORATED**

NH Department of Safety RFP 2015-015, with all Addenda 1, 2 and 3, are included by reference as binding Deliverables to this Contract.

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EXHIBIT N  
VENDOR PROPOSAL BY REFERENCE**

Gordon-Darby Proposal to Department of Safety RFP 2012-015 is incorporated herein by reference.

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2012-015 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

Gordon-Darby's Initials



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EXHIBIT O  
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

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CONTRACT AGREEMENT –PART 2**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>AAMVA</b>	American Association of Motor Vehicle Administrators
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Applicable Vehicles</b>	(1) model year 1996 and newer light-duty gasoline vehicles and light-duty gasoline trucks to gross vehicle weight rating of 8,500 pounds or less; and (2) model year 1997 and newer light-duty diesel vehicles in the late-duty diesel trucks with a gross vehicle weight rating of 8,500 pounds or less. In addition, the vendor may be required within the contract to include in the program for testing and reporting over the inspections of medium-duty gasoline and diesel vehicles for gross vehicle weight rating of 14,000 pounds or less.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change of Ownership</b>	(i) an event in which the Contractor sells or otherwise transfers its ownership to a different individual or entity, as evidenced by a change in federal employer identification number, or (ii) an event in which 51 percent or more of the ownership, shares, membership, or controlling interest of the

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	Contractor is transferred or assigned.”
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Statement of Work, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contracted Vendor</b>	The vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Data</b>	State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Doing Business As
<b>Deficiencies/Defects</b>	<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</b> – <i>Software</i> - 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 or equipment were inadequate and require re-performance of the Service or equipment.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - 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 or equipment were deficient, require reworking, but do not require re-performance of the Service or equipment.</p>

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	<b>Class C Deficiency</b> – <i>Software</i> - 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 or equipment require only minor reworking and do not require re-performance of the Service or equipment.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	New Hampshire Department of Safety
<b>Department of Environmental Services (DES)</b>	The New Hampshire Department of Environmental Services.
<b>Department of Information Technology (DoIT)</b>	The New Hampshire Department of Information Technology.
<b>Director</b>	Director of Motor Vehicles. The Director may authorize one or more designees to act in his place by granting such individual(s) power of attorney, but shall not be required to do so as a condition of any contract resulting from this RFP or responses thereto.
<b>DLC</b>	Data Link Connector
<b>DMV</b>	New Hampshire Division of Motor Vehicles
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Down Time</b>	The time during which any end-user(s) (inspection station, DMV, or State Police) is/are unable to perform any desired business function using the Vendor's System because the VID or any other mission-critical vendor-operated/controlled component is not operational or otherwise unavailable.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Disaster Recovery &amp; Business Continuity Plan</b>	That plan, which the vendor shall successfully test in the real world environment, which provides transparent application failover to any/all end-user(s) of the Vendor's System.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>EPA</b>	Refers to the US Environmental Protection Agency, which may also be called the USEPA.
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract

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<b>Fully Loaded</b>	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
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation Plan</b>	The process for making the System fully operational for processing the Data.
<b>IM or I/M</b>	Inspection/Maintenance programs that are designed to oversee vehicle OBD and safety inspections and to assure that necessary repairs are properly made.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonization.
<b>Inspection</b>	The annual vehicle safety inspection that is required to maintain registration in the state of New Hampshire. The items, which must be inspected and the criteria for pass/fail are detailed in Saf-C 3200. <i>See also Safety Inspection.</i>
<b>Inspector</b>	For purposes of this RFP is synonymous with "Mechanic".
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by Gordon-Darby as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Light Duty Vehicle</b>	On-road vehicles weighing less than 8501 pounds.
<b>Mechanic</b>	A person who has been certified by the State of NH to perform emissions and safety inspections as required per NH RSA 266:1 and Administrative Rules 3200.
<b>MIL</b>	Malfunction Indicator Light
<b>NH I/M Program</b>	This term includes the State of New Hampshire's motor vehicle inspection and maintenance program, inclusive of safety, anti-tampering, and OBD inspections, as required and authorized by RSA 266.
<b>NHOST Unit</b>	The New Hampshire OBD and Safety testing unit. Also referred to as the Work Station
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	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

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	Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>OBD</b>	The on-board diagnostics system, which is an integral part of the computer systems in most passenger cars and light trucks manufactured in 1996 or later and in newer model heavier vehicles. The OBD system detects the deterioration of powertrain components, emission controls, or other faults that may result in increases in vehicle exhaust emissions.
<b>OBD Project Manager</b>	The vendor/company that will be responsible for providing or overseeing the provision of the full scope of services as requested by this RFP. The OBD Project Manager may subcontract with other companies to provide these services, but will remain responsible for the project's overall success.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	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
<b>PII</b>	Personal Identifying Information; any data that can be used to uniquely identify an individual motorist or facilitate doing so. (i.e. name, address, from a vehicle's registration, etc.)
<b>Portal</b>	The web pages that act as a starting point for using the web-based services, specifically those used for delivering the required reports, providing access to the State to the inspection data, and enabling queries of that data.
<b>Program</b>	The comprehensive statewide On-Board Diagnostics and Safety Inspection Program that is administered as a cooperative effort by the New Hampshire Department of Safety and the Department of Environmental Services. The program includes, but is not limited to, the OBD and Safety Inspection Project, which is the subject of this RFP.
<b>Program Manager</b>	The Vendor staff that will oversee day to day operation of the program and serve as the primary contact for DMV.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	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
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
<b>Project Manager</b>	The persons identified who shall function as the Vendor's representative with responsibility for all Vendor staff and activities.

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<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Proposal</b>	The submission from the Vendor in response to the Request for a Proposal.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	Request For Proposal 2012-015 for On Board Diagnostics
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Safety Inspection</b>	The periodic vehicle safety inspection that is required to maintain registration in the state of New Hampshire. The items, which must be inspected and the criteria for pass/fail are detailed in Saf-C 3200. <i>See also Inspection.</i>
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All software utilized by Vendor in connection with the provision of Services to the State, including Third Party Software.
<b>Software Deliverables</b>	The Software
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Specifications</b>	The written Specifications that set forth the Software requirements.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Safety – Division of Motor Vehicles 23 Hazen Drive Concord, NH 03305 In some instances “State” may also include the NH Department of Environmental Services. Reference to the term “State” shall include applicable agencies
<b>State Police</b>	New Hampshire State Police
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State’s representative with regard to Project oversight
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review

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	and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications. For the purposes of this RFP, this shall mean the Vendor's complete OBD and safety inspection testing and reporting solution as proposed.
<b>Third Party Software</b>	Software used to provide the Services under license to Vendor by a third party, and shall include any ongoing services (e.g. maintenance and support services) provided by third parties in the same license covering such Software.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with RFP within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract.
<b>Test Plan</b>	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, and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through June 30, 2017
<b>Transition Services</b>	Services and support provided when Gordon-Darby is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>USEPA</b>	Refers to the US Environmental Protection Agency, which may also be called the EPA.
<b>User Acceptance Testing</b>	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 scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor or Gordon-Darby</b>	Gordon-Darby NHOST Services, Inc.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Vehicle Inspection Database or VID</b>	The database that will hold all OBD and safety inspection data as submitted electronically from remote inspection sites, as well as data that may be retrieved from the DMV mainframe or other IT system(s) used to maintain databases of vehicle registration and related information.

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<b>VIN</b>	Vehicle Identification Number
<b>VIN Decoder</b>	A software application that reads the vehicle identification number of the vehicle being inspected and returns the full vehicle characteristics applicable to the OBD and vehicle safety inspection.
<b>VIR</b>	Vehicle Inspection Report
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which Gordon-Darby is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Windows based</b>	Microsoft Windows product
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Work Station or Workstation</b>	The equipment, including hardware and software that is provided to inspection stations for the purpose of conducting, recording, and reporting inspections under the NH I/M Program. Also known as the NHOST unit.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the NH Department of Safety (“State”), and Gordon-Darby NHOST Services, Inc, a New Hampshire Corporation, (“Gordon-Darby”), having its principal place of business at 10 Dunklee Road, Unit #22, Bow, New Hampshire, for the provision of specialized hardware, software, secure data storage and reporting, and station and motorist support for the New Hampshire automated safety and emissions inspection (NH I/M) program.

**RECITALS**

The State desires to have Gordon-Darby provide a System, and associated Services for the Department of Safety;

Gordon-Darby wishes to provide the System and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements- The Vendor’s Responses
  - Exhibit I- Work Plan
  - Exhibit J- Software License and related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training and Outreach Services
  - Exhibit M- Agency RFP with Addendums, by reference
  - Exhibit N- The Vendor Proposal, by reference
  - Exhibit O- Certificates and Attachments

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**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1, as modified in Exhibit C of Part 3
- b. Part 2, The Contract Agreement
- c. Remainder of Part 3
- d. RFP 2012-015 On-Board Diagnostics and Safety Inspection Management Project, dated September 28, 2011, with addenda 1, 2 and 3 incorporated; then
- e. Gordon-Darby's Proposal, dated November 15, 2011.

**1.3 Contract 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 June 30, 2017. The Term may be extended up to 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 June 30, 2019.

Gordon-Darby shall commence work upon issuance of a Notice to Proceed by the State.

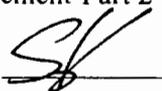
The State does not require Gordon-Darby to commence work prior to the Effective Date; however, if Gordon-Darby commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Gordon-Darby. In the event that the Contract does not become effective, the State shall be under no obligation to pay Gordon-Darby 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.

**Time is of the essence in the performance of Gordon-Darby's obligations under the Contract.**

**2. COMPENSATION**

**2.1 Contract Price**

The Vendor's compensation for Vendor's performance of its obligations under the Contract, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.



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**3. MANAGEMENT**

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

**3.1 The Vendor's Contract Manager**

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

S. Jay Gordon, Jr.  
President  
2410 Ampere Dr.  
Louisville, KY 40299  
Tel: 502-266-5797  
Fax: 502-266-5798  
Email: gordon.j@gordon-darby.com

**3.2 Gordon-Darby's Project Manager**

**3.2.1 Contract Project Manager**

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

**3.2.2** The Gordon-Darby Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Gordon-Darby's representative for all administrative and management matters. Gordon-Darby'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. Gordon-Darby's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Gordon-Darby's Project Manager must work diligently and use his/ her best efforts on the Project.

**3.2.3** Gordon-Darby shall not change its assignment of their Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Gordon-Darby's Project Manager shall not be unreasonably withheld. The replacement the Project Manager shall have comparable or

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greater skills than the Gordon-Darby 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 Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Gordon-Darby shall assign a replacement Gordon-Darby Project Manager within ten (10) business days of the departure of the prior Gordon-Darby Project Manager, and Gordon-Darby shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Gordon-Darby Project Manager.

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

**3.2.5** The Contracted Vendor Project Manager is:

Joel Unverzagt  
Director of Operations  
2410 Ampere Dr  
Louisville, KY 40299  
Tel: 502-266-5797  
Fax: 502-266-5798  
Email: unverzagt.j@gordon-darby.com

### **3.3 Gordon-Darby Key Project Staff**

**3.3.1** Gordon-Darby 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 Gordon-Darby Key Project Staff. The State reserves the right to require removal or reassignment of Gordon-Darby's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

**3.3.2** Gordon-Darby shall not change any Gordon-Darby Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Gordon-Darby Key Project Staff will not be unreasonably withheld. The replacement Gordon-Darby Key Project Staff shall have comparable or greater skills than Gordon-Darby Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

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

**3.3.3.1** Gordon-Darby Key Project Staff shall consist of the following individuals in the roles identified below:

**Gordon-Darby's Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
<u>Jay Gordon</u>	<u>President</u>
<u>Bob Tefft</u>	<u>Systems Development Director</u>
<u>Joel Unverzagt</u>	<u>Operations Director</u>
<u>Joshua McInturff</u>	<u>Program Manager</u>
<u>Richard Joy</u>	<u>Technical Implementation Specialist</u>
<u>Deb Powers</u>	<u>Call Center Manager</u>

**3.4 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:

Robert Lussier  
DMV Audit Department  
23 Hazen Drive, Concord, NH  
Tel: (603) 227-4002  
Email: Robert.Lussier@dos.nh.gov

**3.5 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 of Gordon-Darby's obligations;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:  
Jennifer Jakubauskas

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NH Department of Safety, Division of Motor Vehicles  
23 Hazen Drive, Concord NH  
Tel: (603) 227-4165  
Fax: (603) 271-8810  
Email: jennifer.jakubauskas@dos.nh.gov

**3.6 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of the Gordon-Darby Vendor Project Manager and Gordon-Darby Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

**4. DELIVERABLES**

**4.1 Vendor Responsibilities**

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

Gordon-Darby may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. Gordon-Darby must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Gordon-Darby to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**4.2 Deliverables and Services**

Gordon-Darby shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, Gordon-Darby represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

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

After receiving written Certification from Gordon-Darby 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 Gordon-Darby in writing of its Acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of Gordon-Darby's written Certification. If the State rejects the Deliverable, the State shall notify Gordon-Darby of the nature and class of the Deficiency and Gordon-Darby shall correct the Deficiency within the

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period identified in the Work Plan. If no period for Gordon-Darby's correction of the Deliverable is identified, Gordon-Darby shall correct the Deficiency in the Deliverable within ten (10) business days. Upon receipt of the corrected Deliverable, the State shall have ten (10) business days to review the Deliverable and notify Gordon-Darby of its Acceptance or rejection thereof, with the option to extend the Review Period up to ten (10) additional business days. If Gordon-Darby fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Gordon-Darby to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Gordon-Darby in default, and pursue its remedies at law and in equity.

**4.4 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*.

**4.5 Security**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

**5. SOFTWARE**

**5.1 Software and Documentation**

Gordon-Darby shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**5.2 Software Support and Maintenance**

Gordon-Darby shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**5.3 Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Gordon-Darby's proprietary rights;

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- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**5.4 Title**

Gordon-Darby must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

**6. WARRANTY**

Gordon-Darby shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

**7. SERVICES**

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

**7.1 Administrative Services**

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

**7.2 Implementation Services**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

Gordon-Darby shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

**8. WORK PLAN DELIVERABLE**

Gordon-Darby 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.

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The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Gordon-Darby shall update the Work Plan as necessary to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Gordon-Darby from liability to the State for damages resulting from Gordon-Darby'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, Gordon-Darby must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Gordon-Darby or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Gordon-Darby 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 Gordon-Darby's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

## **9. CHANGE ORDERS**

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

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

All Change Order requests from Gordon-Darby to the State, and the State acceptance of Gordon-Darby's estimate for a State requested change, will be acknowledged and responded to, either

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acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**10. INTELLECTUAL PROPERTY**

Gordon-Darby shall retain all, title, interest and rights in the Hardware and the System, including, but not limited to the Software, their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities.

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

**10.1 State's Data**

All rights, title and interest in State Data shall remain with the State.

**10.2 Vendor's Materials**

Subject to the provisions of this Contract, Gordon-Darby 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, Gordon-Darby shall not distribute any products containing or disclose any State Confidential Information without express permission from the State. Gordon-Darby 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.

Except as otherwise permitted under the Contract, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**10.3 State Website 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.

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**10.4 Software Source Code**

Not applicable.

**10.5 Survival**

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

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

**11.1 Use of State's Information**

In performing its obligations under the Contract, Gordon-Darby may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Except as otherwise permitted under the Contract, Gordon-Darby 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 Gordon-Darby's performance under the Contract.

**11.2 State Confidential Information**

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Excepted as permitted under the Contract, any disclosure of the State Confidential Information shall require the prior written approval of the State. Gordon-Darby shall immediately notify the State if any request, subpoena or other legal process is served upon Gordon-Darby regarding the State Confidential Information, and Gordon-Darby 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.

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

**11.3 Vendor Confidential Information**

Insofar as Gordon-Darby seeks to maintain the confidentiality of its confidential or proprietary information, Gordon-Darby must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Gordon-Darby considers the Software and Documentation to be Confidential Information. Gordon-Darby 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 Gordon-Darby as confidential, the State shall as soon as is practicable notify Gordon-Darby and specify the date the State will be releasing the requested information. At the request of the State, Gordon-Darby shall cooperate and assist the State with the collection and review of Gordon-Darby's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Gordon-Darby's sole responsibility and at Gordon-Darby's sole expense. If Gordon-Darby fails to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to Gordon-Darby, without any liability to Gordon-Darby.

**11.4 Survival**

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**12. LIMITATION OF LIABILITY**

**12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Gordon-Darby shall not exceed \$1 million.

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.

**12.2 Gordon-Darby**

Subject to applicable laws and regulations, in no event shall Gordon-Darby be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Gordon-Darby's liability to the State shall not exceed \$1 million.

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Notwithstanding the foregoing, the limitation of liability in this Section 12.2 shall not apply to Gordon-Darby's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

**12.3 State's Immunity**

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

**12.4 Survival**

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 Termination for Default**

Any one or more of the following acts or omissions of Gordon-Darby shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide Gordon-Darby written notice of default and require it to be remedied within the Cure Period". If Gordon-Darby fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Gordon-Darby notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Gordon Darby a written notice specifying the Event of Default.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Give Gordon Darby a written notice specifying the Event of Default and if not corrected within the "Cure Period" treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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- e. Give Gordon Darby a written notice specifying the Event of Default and if not corrected within the "Cure Period" procure Services that are the subject of the Contract from another source and Gordon Darby shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Exhibit B, Part 3 of the Contract.

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

**13.1.3** 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.

**13.2 Termination for Conflict of Interest**

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

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

**13.3 Termination Procedure**

**13.3.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Gordon-Darby to deliver to the State any property, including without limitation, Written Deliverables, for such part of the Contract as has been terminated.

**13.3.2** After receipt of a notice of termination, and except as otherwise directed by the State, Gordon-Darby 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

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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 Gordon-Darby 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 Gordon-Darby has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** Gordon-Darby shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**15.2** Gordon-Darby 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 Gordon-Darby of any of its obligations under the Contract nor affect any remedies available to the State against Gordon-Darby that may arise from any event of default of the provisions of the contract. The State shall consider Gordon-Darby to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

**16. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Joshua McInturff Gordon-Darby Program Manager:	State Project Manager (PM) Jennifer Jakubauskas	5 Business Days
<b>First</b>	Joel Unverzagt, Gordon-Darby Director of Operations	State Project Management Team (PMT) Richard C. Bailey	10 Business Days
<b>Second</b>	Jay Gordon, President Gordon-Darby	Commissioner John J. Barthelmes	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. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**17. ESCROW OF CODE**

- a. Not used

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**18. GENERAL PROVISIONS**

**18.1 Travel Expenses**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**18.2 Shipping and Delivery Fee Exemption**

Not Applicable.

**18.3 Project Workspace and Office Equipment**

Not Applicable. Gordon-Darby requires no office workspace or equipment.

**18.4 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 Gordon Darby with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Gordon Darby to perform its obligations under the Contract.

**18.5 Computer Use**

Gordon-Darby does not require access to State Computers

**18.6 Email Use**

Gordon-Darby does not require access to State email accounts.

**18.7 Internet/Intranet Use**

Gordon-Darby does not require Internet/Intranet use

**18.9 Regulatory Government Approvals**

Gordon-Darby shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.



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**18.10 Force Majeure**

Neither Gordon-Darby 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 Gordon-Darby's inability to hire or provide personnel needed for Gordon-Darby's performance under the Contract.

**18.11 Insurance**

**18.11.1 Gordon-Darby Insurance Requirement**

See Contract Agreement Part 1-Form P-37 Section 14.

**18.11.2** 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.

**18.12 Exhibits**

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

**18.13 Venue and Jurisdiction**

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

**18.14 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 the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.