State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

February 21, 2019

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

Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles to enter into a **sole source** contract amendment with Tech Mahindra (VC# 255204-B001) by increasing the price limitation by $2,494,000.00, from $11,089,254.00 to a not-to-exceed amount of $13,583,254.00, and by amending the end date of the maintenance and support services from June 30, 2020 to June 30, 2022. Effective upon Governor and Executive Council approval through June 30, 2022. Funding source: 79.19% Transfer from Other Agencies, 10.63% Revolving Fund, 10.18% Agency Income.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020, SFY2021, and SFY2022 with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

	SFY2019	SFY2020	SFY2021	SFY2022
02-23-23-233015-81070000 Dept. of Safety – Div. of Motor Vehicles – Reflectorized Plate Inventory 103-502664 Contract for Operational Services	$25,000.00	$0.00	$120,000.00	$120,000.00
01-03-03-030010-76230000 Dept. of Information Technology – DOIT-IT for DOS 046-500465 Consultants – IT Consul-Non-benefit	$175,000.00	$0.00	$900,000.00	$900,000.00
02-23-23-233010-82000000 Dept. of Safety – Div. of Motor Vehicles – Motorcycle Rider Education 103-502664 Contracts for Operational Services	$194,000.00	$20,000.00	$20,000.00	$20,000.00
	$394,000.00	$20,000.00	$1,040,000.00	$1,040,000.00
		Total		$2,494,000.00

Explanation

This contract amendment is **sole source** because Tech Mahindra developed, implemented, and maintains the custom-built Division of Motor Vehicles VISION system and is best suited to develop new functionality and provide ongoing maintenance and support. This amendment provides for continued maintenance and support services for VISION through June 30, 2022 and for the development of an on-line Motorcycle Rider Education Program (MREP) student registration and enrollment module.

The VISION system is the Division of Motor Vehicles (DMV) driver licensing, credentialing, and financial system. VISION processes over $115M in Highway Fund revenues each fiscal year and is the backbone of the DMV's customer service delivery model. This custom designed system requires ongoing software maintenance to achieve efficiencies in transaction processing
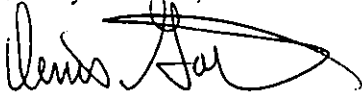
designed to improve customer service and to ensure compliance with federal Real-ID requirements, and Enhanced Driver License (EDL) implementation. The new Motorcycle Rider Education Program on-line student registration and enrollment module will provide a user friendly automated system for students to sign up for the motorcycle training classes from their home.

The original contract with Tech Mahindra was approved by Governor and Council on December 20, 2013 as item # 92, Amendment 1 for the maintenance and support services was approved by the Governor and Executive Council on December 16, 2015 as item #86C, and Amendment 2 for amending the end date of the maintenance and support services was approved by the Governor and Council on June 6, 2018 as item #149.

Respectfully submitted,

Denis Goulet
Commissioner of Information Technology

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

Denis Goulet
Commissioner

February 15, 2019

John J. Barthelmes, Commissioner
Department of Safety
State of New Hampshire
23 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Tech Mahindra (Americas) Inc., as described below and referenced as DoIT No. 2013-049C.

The purpose of this request is to amend an existing contract with Tech Mahindra (Americas) Inc. to ensure continued levels of software maintenance and support services, and to provide additional support services for the Motorcycle Rider Education Program On-Line Student Registration and Enrollment Program being implemented in SFY2019.

The funding amount for this amendment is $2,494,000.00, increasing the current contract from $11,089,254.00 to $13,583,254.00 and by extending the completion date from June 30, 2020 to June 30, 2022, effective upon Governor and Executive Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2013-049C
RID: 40323

cc: Scott Hopkins, IT Manager, DoIT

"Innovative Technologies Today for New Hampshire's Tomorrow"

Department of Safety
Division of Motor Vehicles
Tech Mahindra (Americas) Inc.
Contract Amendment Summary

Original Contract (G&C Item #92, 12/20/2013)	$7,819,440.00
Amendment #1 (G&C Item #92 86C, 12/16/15)	$2,750,360.00
Amendment #2 (G&C Item #149, 6/6/18)	$519,454.00
Amendment #3 (This G&C Item)	$2,494,000.00
	$13,583,254.00

	SFY 2019	SFY 2020	SFY 2021	SFY 2022	Total
Amendment #2	1,284,814.00	1,020,000.00	-	-	3,269,814.00
Amendment 3# (This Request)	394,000.00	20,000.00	1,040,000.00	1,040,000.00	2,494,000.00
Revised Total	1,678,814.00	1,040,000.00	1,040,000.00	1,040,000.00	5,763,814.00

State of New Hampshire
Department of Safety
VISION
Contract 2013-049
Amendment 3

This Agreement (hereinafter called the "Amendment") is by and between Tech Mahindra (Americas) Inc., hereinafter referred to as TechM (VC# 255204-B001), and the State of New Hampshire acting by and through the Department of Safety hereinafter referred to as DOS.

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on December 20, 2013, Item # 92, and Amendment 1 approved by the Governor and Executive Council on December 16, 2015, Item # 86C, and Amendment 2 approved by the Governor and Executive Council on June 6, 2018, Item # 149, TechM agreed to provide certain services upon the terms and conditions specified in the Agreement, Amendment #1 and Amendment #2 and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Section 18. Amendment, of the Agreement General Provisions, the Agreement may be amended only by an instrument in writing signed by the parties thereto and approval by the Governor and Executive Council;

WHEREAS, TechM and the DOS have agreed to amend the Agreement;

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

The Agreement is hereby amended as follows:

1. Amend the Contract Agreement – Part 2 as provided for in the Contract to extend the Contract for a period of up to three years ("Extended Term") up to but not beyond June 30, 2022.

2. Amend the Contract Agreement – Part 1, Section 1.7 Completion Date from June 30, 2019 to June 30, 2022.

3. Amend the Contract Agreement – Part 1, Section 1.8 of the Agreement by increasing the Price Limitation by $2,494,000 from $11,089,254, to not exceed $13,583,254, to include the following additional services.

    3.1.   Maintenance and Support Services for years four and five as provided for in the Contract.

    Replace section 13.2 Monthly Invoicing Amount of Attachment 1 to Exhibit G with the following.

State Fiscal Year (SFY)	Number of Months	Monthly Invoice Amount
SFY 18 - October 2017 – June 30, 2018	9	$85,000
SFY 19 – July 2018 – June 30, 2019	12	$85,000
SFY 20 – July 2019 – June 30, 2020	12	$85,000
SFY 21 – July 2020 – June 30, 2021	12	$85,000
SFY 22 – July 2021 – June 30, 2022	12	$85,000

In making this amendment, the parties clarify that the Maintenance and Support Services start date is October 2017, to coincide with the go-live date for VISION, and the end date for such services is June 30, 2022, to coincide with the end date of the Contract Agreement.

3.2. **Maintenance and Support**: Additional maintenance and support staff resources in the amount not to exceed $200,000 during SFY 2019. Resources will ensure adequate support and maintenance for existing system functionality and expected upgrades to core system software and federal database interfaces.

    3.2.1. Five equal payments of $40,000 each with the first such payment due and payable at the end of each month commencing on February 1, 2019.

3.3. **Motorcycle Rider Education Program (MREP) student registration and enrollment**: Develop and implement the on-line Motorcycle Rider Education Program (MREP) student registration and enrollment module in the amount not to exceed $130,000. The MREP module will enable students to register for the Motorcycle Rider Training Courses and pay online using a State approved payment gateway.

    3.3.1 One payment of $65,000 upon the completion of requirements and design, development and unit testing during SFY19.

    3.3.2 One payment of $65,000 upon the completion of UAT and deployment during SFY19.

    3.3.3 Format of Deliverables shall be the same as used for the VISION project development.

3.4 Maintenance and support for the Motorcycle Rider Education Program student registration and enrollment module in the amount not to exceed $124,000.

    3.4.1 One payment in the amount of $64,000 for SFY 2019 due and payable on June 30, 2019.

    3.4.2 Three equal payments in the amount of $20,000 each for SFY2020, SFY2021 and SFY2022 due and payable on June 30 of each SFY.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of Amendment # 3, the Agreement, Amendment #1 and Amendment # 2 and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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.

Tech Mahindra (Americas) Inc.

By: <u>Vikas Saxena</u>   Date: <u>14th January 2019</u>

Title   <u>Assistant General Counsel</u>

Corporate Signature Notarized:

STATE OF <u>Texas</u>
COUNTY OF <u>Collin</u>

On this the <u>14th</u> day of <u>January</u>, 2019 before me,
<u>Cynthia Michael</u>, the undersigned Officer <u>Vikas Saxena</u>,   personally appeared and acknowledged her/himself to be the <u>Assistant General Counsel</u>, of
<u>Tech Mahindra Americas Inc.</u>, a corporation, and that she/he, as such
<u>Assistant General Counsel</u> 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 <u>the authorized signatory</u>.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)   6/3/2022
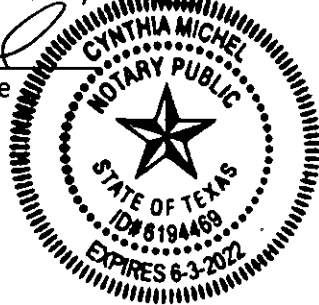
STATE OF NEW HAMPSHIRE
Department of Safety

By: _____   Date: <u>2/20/19</u>

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

OFFICE OF THE ATTORNEY GENERAL

By: _____   On: <u>March 6</u>   , <u>2019</u>
     Assistant Attorney General

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: _____ , _____

Signed: _____   Title: _____

Date <u>1/14/19</u> Initials _____   Page 3 of 3
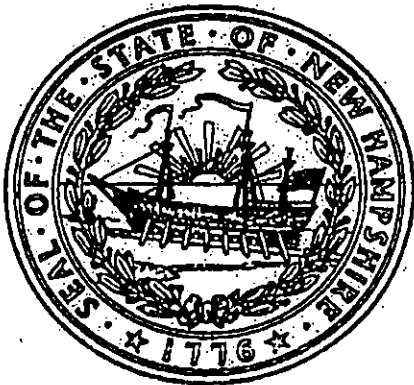
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TECH MAHINDRA (AMERICAS) INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on October 23, 2013. 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: 699441
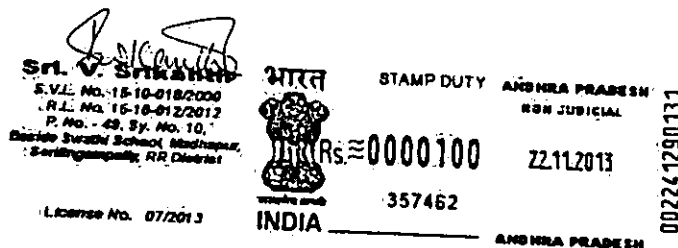
Certificate Number: 0004361239

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2019.

William M. Gardner
Secretary of State

भारत
STAMP DUTY ANDHRA PRADESH
NON JUDICIAL

Rs.≈0000100   22.11.2013

357462

INDIA _____
ANDHRA PRADESH

00224129D131

Power of Attorney

To all whom these presents shall come, we **Tech Mahindra Limited**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at Gateway Building, Apollo Bunder, Mumbai 400 001 and Corporate Office at Plot No. 1, Phase III, Rajiv Gandhi Infotech Park, Hinjewadi, Pune 411 057, (hereinafter referred to as "the Company") do hereby nominate, constitute and appoint the following officers of the Company:

Mr. Vikas Saxena, GID No. 127389, Head Commercial, Legal

to be our true and lawful attorney in fact and in law of the Company and of its Subsidiaries, worldwide, for and in the name and behalf of the Company and its Subsidiaries to execute and perform all and /or any of the following acts, deeds, matters and things:

i. To negotiate, execute and sign all the agreements and contracts with the customers and sub contractors for providing Software Development Services, Software Consultancy Services, outsourcing contracts other Services/matters and License of Software from its suppliers, or anything in connection therewith.

ii. To negotiate, sign and execute all agreements with vendors for providing Software Development Services, Software Consultancy Services, other Services/matters and License of Software, or anything in connection therewith.

iii. To accept service of any writ of summons or other legal process and to appear and to represent the Company or its Subsidiaries in any Court or Quasi-Judicial Authorities, whether civil or criminal or insolvency or Court hearing, Company matters or Sales tax, Wealth tax, matters or Land reference and other matters of whatsoever nature and before all Land Authorities or any other authority whatsoever and Compensation or Accommodation Officers, Collectors, Custom Officers, Commissioners, Central Board of Revenue or corresponding authorities having jurisdiction in any Sovereign Territories worldwide and all other Judicial or other Officers, tribunals and public officers and authorities whatsoever shall be thought advisable by the Attorney and for the Company or its Subsidiaries and in the name of the Company or of its Subsidiaries or otherwise to commence, carry on or continue, action or other proceedings before any such authorities or in any Court of Justice or before the Income Tax, Sales Tax, Wealth tax, Custom or Revenue Officers, Controllers or any other public authorities or officer whatsoever for the recovery of any debt, sum of money refund, right, title, interest, property matter of thing whatsoever now due or payable or to become due or payable or in any way belonging to the Company or of its Subsidiaries by any means or any account whatsoever or in respect of any offence or crime in respect of the any property, estate or chattels of the Company or of its Subsidiaries and to defend all actions, suits, proceedings of every

nature and kind and to prosecute or discontinue or become non suited therein if the Attorney shall see cause and also to file, defend, appeals, references, reviews, revisions and other, applications from the decisions in such proceedings and to carry to final determination as the Attorney shall think. fit and also to take such other lawful ways and means for recovering or getting in such sum of money, refund or other thing whatsoever and also to appoint any number of Solicitors, Pleaders, Advocates, Barrister or other Legal Advisers to prosecute or defend in the premises aforesaid or any of them as occasion may require, wither in the name of the Company or of its Subsidiaries of in the name of Attorney and for the purposes aforesaid to sign, wear, declare and verify all plaints, petitions, applications, affidavits, declarations, written statements, memos of appeals, reviews, revision applications, and all other documents as may be deemed necessary and advisable by the Attorney in the premises nothing excepted

iv. To sign and execute all documents, deeds, applications, declarations of whatsoever nature, the Company and/or its Subsidiaries may be required to execute/sign under the provisions of any statutes, rules or regulations, for the time being in force in any Sovereign Territories worldwide.

v. To sign, execute and to perform all and/or any acts, deeds, undertakings, affidavits matters and things incidental or ancillary to the matters or authorities mentioned above, to fully effectuate the same.

And the Company and/or its Subsidiaries, as the case may be, do/es hereby undertake/s to ratify and confirm whatever the Attorney may lawfully does or causes to be done by virtue of these presents.
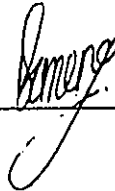
The power delegated by virtue of this Power of Attorney to act on behalf of the Company and/or its Subsidiaries in respect of the above matters will be held valid as long as the said Attorney is in employment of the Company or till the Company revokes the same at anytime for any reason whatsoever.

Given this day the 22nd of November, 2013.

For Tech Mahindra limited

G. Jayaraman
Company Secretary

Mr. Vikas Saxena shall sign as: _____

Tech
Mahindra

TO WHOM SO EVER IT MAY CONCERN

I Anil Khatri, Company Secretary of Tech Mahindra Limited having its Registered Office at Gateway Building, Apollo Bunder, Mumbai – 400 001, hereby confirm that the POA issued to Mr. Vikas Saxena on 22nd November, 2013 has not been amended or revoked till date.

For Tech Mahindra Limited

Anil Khatri
Company Secretary

January 21, 2019

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2018

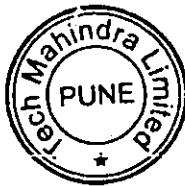THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN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

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

PRODUCER	CONTACT NAME:		
Marsh Risk & Insurance Services	PHONE (A/C, No, Ext):		FAX (A/C, No):
1735 Technology Drive, Suite 790	E-MAIL ADDRESS:		
San Jose, CA 95110			
Attn: SanJose.certrequest@marsh.com	INSURER(S) AFFORDING COVERAGE		NAIC #
CN103181849--GAWUC-18-19	INSURER A : Massachusetts Bay Insurance Co.		22306
INSURED	INSURER B : Hanover Insurance Company		22292
Tech Mahindra (Americas) Inc.	INSURER C : Allamerica Financial Benefit		
4965 Preston Park Blvd, Suite 500	INSURER D :		
Plano, TX 75093-5180	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: SEA-003206998-05   REVISION NUMBER: 2

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY			ZDYA96721402	07/01/2018	07/01/2019	EACH OCCURRENCE	$	1,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
								MED EXP (Any one person)	$	10,000
								PERSONAL & ADV INJURY	$	1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
		OTHER:							$	
A		AUTOMOBILE LIABILITY			AHYD61556300	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	$	
		OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X	HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
									$	
B	X	UMBRELLA LIAB [X] OCCUR			UHWA96721303	07/01/2018	07/01/2019	EACH OCCURRENCE	$	1,000,000
		EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	1,000,000
		DED [ ] RETENTION $							$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WMYA96722102	07/01/2018	07/01/2019	X PER STATUTE [ ] OTH-ER		
		ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	1,000,000
		If yes, describe under						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
		DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000
A		Crime			ZDYA96721402	07/01/2018	07/01/2019	Employee Dishonesty		$150,000

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

Insurance company will provide 30 days notice for any reason except 10 days notice for non-payment of premium. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Dept. of Safety, Division of Motor Vehicles Attn: Stephen E. Merrill 23 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services
	Petronella Massey *Petronella Massey*

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

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# 149
06-06-2018

April 16, 2018

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

Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles to enter into a retroactive sole source contract amendment with Tech Mahindra (VC# 255204-B001) by increasing the price limitation by $519,454.00, from $10,569,800.00 to a not exceed amount of $11,089,254.00, and by amending the end date of the Maintenance and Support Services from June 30, 2018 to June 30, 2020. The original contract with Tech Mahindra was approved by Governor and Council on December 20, 2013 as item # 92, and Amendment 1 for the Maintenance and Support Services was approved by the Governor and Executive Council on December 16, 2015 as item #86C. Effective upon Governor and Executive Council approval for the period of July 1, 2018 through June 30, 2020. Funding source: 82% Transfer from Other Agencies, 10% Revolving Fund, 8% Federal.

Funds are available in the SFY2018/SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020 with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

	SFY2018	SFY2019	SFY2020
02-23-23-233015-81070000 Dept. of Safety – Division of Motor Vehicles – Reflectorized Plate Inventory 103-502664 Contracts for Operational Services	$ 90,000.00	$120,000.00	$120,000.00
01-03-03-030010-76230000 Dept. of Information Technology – DOIT-IT for DOS 046-500465 Consultants – IT Consul-Non-Benefit Activity Code: 03230147	$875,000.00	$900,000.00	$900,000.00
02-23-23-233010-74680000 Dept. of Safety – Division of Motor Vehicles - CDLIS Data Improvement Grant 103-502664 Contracts for Operational Services	$ 0.00	$264,814.00	$ 0.00
	$965,000.00	$1,284,814.00	$1,020,000.00
		Total	$3,269,814.00

Explanation

This amendment is retroactive because of the additional work required due to the unanticipated delay in the go-live date for VISION. On October 11, 2017, the Division of Motor Vehicles (DMV) replaced its Driver Licensing System with a new software solution called VISION. The VISION project was originally scheduled to be implemented during SFY2016; however, the complexity of the financial responsibility operations combined with unexpected performance issues led to delays in implementation. This is sole source as the amount of the amendments total more than 10% of the original contract amount.
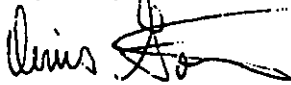
This contract amendment provides for continued maintenance and support service for VISION and for the development of an interface between the new Automated Driver License Testing (ADLT) Program and the VISION system and the ADLT Self Scheduler interface. Although the total cost is $3,269,814.00, only an additional amount of $519,454.00 is being requested in order to meet costs through the extended end date of June 30, 2020. The remaining balance of $2,750,360.00, which was

previously approved by Governor and Council as item #86C, was not expended due to the delay of the system's go-live date and is being reallocated to include funding for the development of the required interfaces.

The new ADLT system will provide a user friendly automated system to administer and track driver licensing knowledge examinations and test results for operator, motorcycle, and all classes of commercial driver licenses. The interface will enable VISION to pass applicant information to ADLT, which will pass exam results back to VISION increasing efficiency, and reduce the time required to complete license transactions requiring an exam. It will also allow applicants to schedule appointments from their home.

Respectfully submitted,   Respectfully submitted,

Denis Goulet   John J. Barthelmes
Commissioner of Information Technology   Commissioner of Safety

This Agreement (hereinafter called the "Amendment") is by and between Tech Mahindra (Americas) Inc., hereinafter referred to as TechM (VC# 255204-B001), and the State of New Hampshire acting by and through the Department of Safety hereinafter referred to as DOS.

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on December 20, 2013, Item # 92, and Amendment 1 approved by the Governor and Executive Council on December 16, 2015, Item # 86C, TechM agreed to provide certain services upon the terms and conditions specified in the Agreement and Amendment 1 and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Section 18. Amendment, of the Agreement General Provisions, the Agreement may be amended only by an instrument in writing signed by the parties thereto and approval by the Governor and Executive Council;

WHEREAS, TechM and the DOS have agreed to amend the Agreement;

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

The Agreement is hereby amended as follows:

1. Amend the completion date of the Maintenance and Support Services from June 30, 2018 to June 30, 2020, to coincide with the VISION go-live date of October 11, 2017.

2. Amend Section 1.8 of the Agreement by increasing the Price Limitation by $519,454 from $10,569,800 to not exceed $11,089,254, for the following additional services.

    2.1.   Automated driver licensing testing system (ADLT) interface.
        2.1.1   Requirements and design during SFY19 in the amount of $50,000.
        2.1.2   Development and unit testing during SFY19 in the amount of $50,000.
        2.1.3   UAT and deployment during SFY19 in the amount of $50,000.
        2.1.4   Format of Deliverables shall be the same as used for the VISION project Development.

    2.2.   ADLT Self Scheduler interface to be completed by September 1, 2019, in the amount of $114,814.

    2.3.   Additional maintenance and support staff resources.
        2.3.1   Additional CRM developer and BizTalk developer for Enhanced Driver License (EDL) and operational enhancements during SFY18 in the amount of $200,000.
            2.3.1.1 Five equal payments of $40,000.00 each with the first such payment due and payable at the end of the month, commencing February 2018.

    2.4.   Replace section 13.2 Monthly Invoicing Amount of Attachment 1 to Exhibit G with the following.

Fiscal Year	Number of Months	Monthly Invoice Amount
SFY 18 - October 2017 – June 30, 2018	9	$85,000
SFY 19 – July 2018 – June 30, 2019	12	$85,000
SFY 20 – July 2019 – June 30, 2020	12	$85,000

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of Amendment # 2, the Agreement and Amendment # 1 and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

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

Tech Mahindra (Americas) Inc.

By: _____ Date: April 10, 2018

Title _____
SANTOSH KUMAR NAIR
Assistant General Counsel

Corporate Signature Notarized:

STATE OF _TEXAS_

COUNTY OF _Collin_

On this the _10_ day of _April_, 20_18_, before me,
Cynthia Michel, the undersigned Officer _Santosh Kumar Nair_
personally appeared and acknowledged her/himself to be the Asst. Gen. Counsel , of
Tech Mahindra Americas Inc., a corporation, and that she/he, as such
the Asst. Gen. Counsel of TMA 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 _the authorized
signatory_ .

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

_____
Notary Public/Justice of the Peace

My Commission Expires: _6/3/18_

(SEAL)
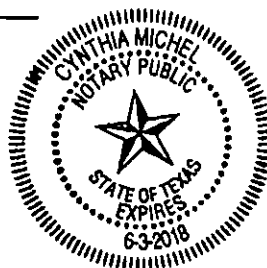
STATE OF NEW HAMPSHIRE
Department of Safety

By: _____ Date: _4/20/18_

Date _April 10, 2018_ Initials _____ Page 2 of 3

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

OFFICE OF THE ATTORNEY GENERAL

By: _____   On: _May 14_____ , _201(_
    Assistant Attorney General

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: _____ , _____

Signed: _____   Title: _____

State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

December 4, 2015

GC # 86C
12-16-2015

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

Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles, to amend the contract with Tech Mahindra (Americas) Inc. (VC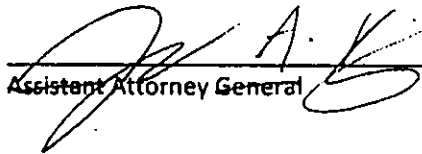# 255204-B001), previously approved by Governor and Council on December 20, 2013, as item # 92, in the amount of $2,750,360.00, increasing the total contract amount from $7,819,440.00 to $10,569,800.00 for the purpose of providing VISION support services. Effective upon Governor and Council approval through June 30, 2018. Funding Source: 11% Revolving Funds/89% Transfer from Other Agencies.

Funds are available in the SFY2016/SFY2017 operating budget and contingent upon the availability and continued appropriations in SFY2018 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-81070000   Dept. of Safety – Division of Motor Vehicles – Reflectorized Plates Inventory

103-502664	Contract for Op Services	SFY2016	SFY2017	SFY2018
		$60,360.00	$120,000.00	$120,000.00

01-03-03-030010-76230000   Dept. of Information Technology – DOIT-IT for DOS

046-500465	Consultants – IT Consul-Non-Benefit	$650,000.00	$900,000.00	$900,000.00
		$710,360.00	$1,020,000.00	$1,020,000.00

TOTAL $2,750,360.00

Explanation

The purpose of this amendment is to provide support for the Department's new software solution known as VISION. The VISION project is one in a series of Department of Safety projects chartered to move the remaining Division of Motor Vehicle subsystems from the existing legacy environment to a new production environment that will provide less complex maintenance, improved reliability and enhanced functionality. VISION integrates with the current Title and Registration subsystems which are hosted in a Java, Oracle Weblogic and HP UNIX environment known as the MAAP system. The Department of Safety's goal is to position this project with the highest probability of success with the lowest risk possible for the State of New Hampshire. The Department believes that executing the support clause under the contract 2013-049 and engaging Tech Mahindra to provide technical support for VISION accomplishes that goal.

Respectfully submitted,   Respectfully submitted,

for   Denis Goulet   John J. Barthelmes
Commissioner   Commissioner
Department of Information Technology   Department of Safety

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION
CONTRACT # 2013-049
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP 2013-049 on December 20, 2013, Item # 92, (herein after referred to as the "Agreement"), Tech Mahindra (hereinafter referred to as "Vendor" or "Vendor Code 255204-B001") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to execute the support clause under the contract 2013-049 and engage Tech Mahindra to provide technical support for VISION;

WHEREAS, The Vendor agrees to provide VISION support services as described in attached New Hampshire DMV VISION support engagement document;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $2,750,360 to bring the total contract price to $10,569,800;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $2,750,360 from $7,819,440 to $10,569,800.

2. The Agreement is further amended by adding Paragraph 2 to Exhibit G as follows:

    2. The State has chosen to engage Tech Mahindra to provide maintenance services as set forth in Attachment 1 to Exhibit G:Maintenance and Support Services.

Table 2 CONTRACT 2013-049 - VISION

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2013-049	Original Contract	12-20-13	6-30-19	$7,819,440
2013-049 Amendment 1	1ˢᵗ Amendment	TBD	6-30-18	$2,750,360
	CONTRACT TOTAL			$10,569,800

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Date: 11/17/2015

Aman Sethi, Vice President
TECH MAHINDRA.

Corporate Signature Notarized:
STATE OF ___New Hampshire___

COUNTY OF ___Merrimack___

On this the 17 day of ___November___, 2015, before me,
___Maria E. Buckman___, the undersigned Officer ___Aman Sethi___,
personally appeared and acknowledged her/himself to be the ___Vice President___,
of ___Tech Mahindra___, a corporation, and that she/he, as such.
being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as
_____.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

MARIA E. BUCKMAN
★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires December 5, 2017
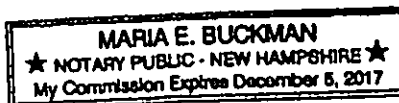
State of New Hampshire

Date: 12/4/15
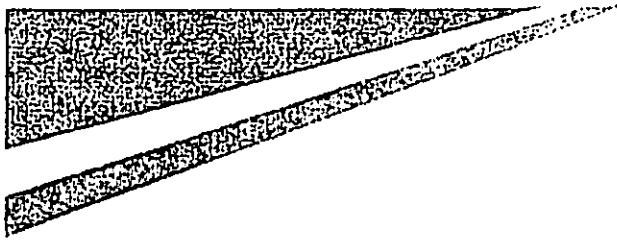
John J. Barthlemes, Commissioner
State of New Hampshire
Department of Safety

Approved by the Attorney General (Form, Substance and Execution)

Date: 12/7/15

State of New Hampshire, Department of Justice

Attachment 1 to Exhibit G for DOS Contract 2013-049

Vision Maintenance Support Statement of Work

VISI◎N

NH DMV Vision Solution Support

Contents

1. VERSION HISTORY

Version	Created / Modified By	Comments	Approved By
1.0	Tech Mahindra	Initial Version	NH Department of Safety

This SOW is governed by the Master Contract Agreement 2013-049 between State of New Hampshire, acting through Department of Safety, Division of Motor Vehicles ("State"), and Tech Mahindra Americas Inc., ("Tech Mahindra or TechM"), having its principal place of business at 4965 Preston Park BLVD, Suite 500, Plano, Texas 75093,

and sets forth the specific Requirements relating to the provision of Services referred to in this SOW.

NOW THEREFORE IT IS HEREBY AGREED as follows:

2. SCOPE

TechM considers the following activities as the scope:

❖ The State has agreed to execute the support clause under the Master Agreement 2013-049 and award the Vision support contract to TechM.
❖ As part of the support agreement, TechM will provide eight (8) full time dedicated resources, and one part time resource, 3 onsite and 6 offshore, to support the Vision environment and technology stack. The table below depicts the Roles and Responsibilities for the proposed resource job family:

Role	Locatio	Job Description
Vision Business Analyst / Project Manager	1 On-Site	The Business Analyst / Project Manager operate under general or minimum supervision, and perform duties with broad latitude for judgment. Incumbents independently perform business process analysis; document, recommend, and make process and configuration changes to one or more operating functions within Vision systems; and perform strategic business analysis to support DMV Staff. Tasks assigned to this level require an in-depth and broader understanding of problem identification, analysis and resolution. Final products may be reviewed upon completion with regard to business and technical soundness and appropriateness.

1.   Point contact between State and TechM support team. Coordinates initiatives identified by State with TechM support team from the onset until implementation.
2. Defines customer business functions and processes.
3. Consults with functional unit management and personnel to identify define and document business needs and objectives, current operational procedures, problems, input and output requirements, and levels of systems access.
4. Acts as a liaison between TechM resources and the State. |

Role	Location	Job Description
		5. Analyzes the feasibility of, and develops requirements for, new functionalities and enhancements to existing functionalities; ensures the system design fits the needs of the users. 6. Tracks and fully documents changes for functional and business specifications; writes detailed universally understood procedures for permanent records and for use in training. 7. Identifies opportunities for improving business processes through information systems and/or non-system driver changes; assists in the preparation of proposals to develop new systems and/or operational changes. 8. Reads and interprets Vision systems and functional technical literature and translates in terms understandable to the end-users. 9. Plans, organizes and conducts business process reengineering/improvement projects and/or management reviews of Vision system. 10. Conducts change impact analysis to assess the potential implications of changes and documents Vision business rules, functions and requirements. 11. Participates in user acceptance testing and testing of new system functionality. 12. Provides technical assistance in training, mentoring, and coaching professional and technical staff. 13. Provides work direction to one or more technical or clerical staff or acts as a team lead on designated projects or assignments. 14. Other related duties as required.
CRM Developer	1 On-site and 1 Offshore	The position requirements include: 1. CRM installation, configuration, requirements gathering, business analysis, training and technical development/programming. 2. Collaborate with other software developers, business analysts, software architects and IT professionals to implement Microsoft Dynamics CRM solutions version 2013 and higher. 3. Develop and maintain a platform roadmap. 4. Customize the Vision system to meet the business needs of NH DMV. 5. Integrate existing systems and services into the CRM architecture. 6. Assist with deployment and provisioning activities. 7. Proficient with developing, deploying, customizing and integrating Microsoft Dynamics CRM. 8. Demonstrated proficiency in installing and deploying CRM Organizations. 9. Demonstrated proficiency in customizing and creating CRM entities. 10. Demonstrated proficiency in understanding and

Role	Location	Job Description
ir		11. Demonstrated proficiency in using the either the CRM SDK or plugin platforms. 12. Demonstrated proficiency with Microsoft .NET 3.5+ development using C#. 13. Experience with source control management systems and continuous integration / deployment environments. 14. Experience with supporting Microsoft products (SQL Server, SharePoint, IIS, Lync) 15. Other related duties as required.
BizTalk Developer	1 Offshore	The position requirements include: 1. Project and Task Estimation 2. Software Architecture and Design Pattern 3. Enterprise Application Integration 4. Deployment Framework 5. BizTalk Architecture 6. BizTalk Security 7. .Net Architecture (WS, IIS) 8. .Net Development 9. ASP.Net 10. VisualStudio.Net 11. C# 12. SQL Server 13. Windows Server, SQL Server, BizTalk Server Infrastructure 14. Web Services 15. XML 16. XLST 17. Other related duties as required.
SharePoint Developer	1 Offshore Budgeted Hours FY1=541 hours FY2 & FY3=1351 hours per fiscal year	The position requirements include: 1. Project and Task Estimation 2. Software Architecture and Design Pattern 3. SP Deployment Framework 4. SharePoint Architecture 5. SharePoint Administration 6. SharePoint Security 7. .Net Architecture (WS, IIS) 8. .Net Development 9. ASP.Net 10. VisualStudio.Net 11. C# 12. LINQ 13. CSS 14. HTML5 15. Java Script 16. SQL Server 2010 and greater 17. SharePoint Server Infrastructure 18. REST API's 19. XML 20. CAML 21. SP Web Services 22. Other related duties as required.

Role	Location	Job Description
Infrastructure Support Engineer	1 On-site and 1 Offshore	The position requirement includes: 1. Performing scheduled and unscheduled maintenance activities for Production, Development, Training, Certification & QA environments, including new bundle deployment, upgrades & monitoring for • CRM servers • BizTalk servers, • InRule servers • SharePoint servers • SQL servers • FTP servers • Print servers • SCOM Servers 2. Root cause analysis and collaborating with support/development teams as necessary 3. Report out the area wise Ticket/SLA metrics 4. Application Deployments which uses the same infrastructure. 5. Upgrade of Vision environment to newer Versions. 6. Coordinate with DoIT, Vision server environment activities needing DoIT assistance. 7. Establishing networking environment by designing system configuration, directing system installation, defining, documenting, and enforcing system standards; 8. The design and implementation of new solutions and improving resilience of the current environment; 9. Coordinating with DOIT and supporting DOIT Network team in maximizing network performance by monitoring performance, troubleshooting network problems and outages, scheduling upgrades and collaborating with network architects on network optimization; 10. Undertaking data network fault investigations in local and wide area environments, using information from multiple sources; 11. Coordinating with DOIT and supporting DOIT Network team in Securing network system by establishing and enforcing policies, and defining and monitoring access; 12. Coordinating with DOIT and supporting DOIT Network team in the support and administration of firewall environments in line with IT security policy; 13. Updating job knowledge by participating in educational opportunities, reading professional publications, maintaining personal networks and participating in professional organization's; 14. Reporting network operational status by gathering,

Role	Location	Job Description
		17. Coordinate basic configuration of firewalls with DoIT; 18. Remote support of on-site engineers and end users/customers during installation; 19. Remote troubleshooting and fault finding if issues occur upon initial installation; 20. Capacity management and audit of IP addressing and hosted devices within data centers; 21. Liaising with project management team, 3rd line engineers and service desk engineers on a regular basis; 22. Speaking with customers via email and phone for initial requirement capture. 23. Basic SharePoint access and user administration. 24. Other related duties as required.
QA Tester	2 Offshore	The position requirement includes: 1. Responsible for performing tests on computer applications to isolate and solve issues. Initiates tests, analyzes results, and finds solutions to technical problems. 2. Design and executive test plans for Vision application and applicable interfaces. 3. Record and document results and compare to expected results. 4. Detect software failures so that defects may be discovered and corrected. 5. Generate historical analysis of test results. 6. Document anomalies and issues. 7. Maintain database of software defects. 8. Examine code and execution of code in various environments. 9. Verify specific action or function of code. 10. Operate and maintain test networks. 11. Provide application instructions for users. 12. Develop and document application test plans based on software requirements and technical specifications. 13. Create meaningful error handling procedures for application code. 14. Ensure compliance with general programming best practices, accepted web standards and those standards set forth by upstream sources. 15. Perform application security audits. 16. Implement application designs; create queries, scripts, web pages and other deliverables. 17. Participate in application planning meetings. 18. Ensure data integrity standards.

❖ The table below depicts coverage, production support details and service windows agreed upon.

Area	In-Scope
Geography Coverage	Concord, NH USA
Production Support and User Access	• Level 1 (L1) Initial response to users based on service request • L1 & L2 end user support via Vision Helpdesk or equivalent as provided. It is recommended to use Microsoft Team Foundation (TFS) Server as a Request Management System. • Validating information provided, requesting for additional information as needed • Validating severity levels and escalating /intimating teams based on severity levels and assigning to right teams • Vision User Administration – creating / amending / deleting user accesses, roles and responsibilities • Resolve issues based on guidance

Service Window	• Core Hours
	  <u>Onsite Support</u>
	  o Monday to Friday 08:00 to 17:00 (EST)
	  <u>Offsite Support</u>
	  o Monday to Friday 19:30 to 05:00 (EST); 10:00 to 19:00 (IST)
	• On-Call Hours
	  o Monday to Friday 17:00 to 08:00 (EST)

❖ We will have pre-discussed lean coverage during public holidays and will adhere to the response times as agreed for regular work hours.

❖ In steady state support, any ongoing knowledge transfer due to replacement of resources will be the responsibility of Tech Mahindra. Tech Mahindra will not double bill State for such resources.

❖ The State may substitute additional available resources for related work (such as SharePoint development) at the most appropriate Contract rate.

Out of Scope

❖ Procurement of any hardware & software are not a part of our proposal.

❖ Infrastructure support and maintenance of any systems other than Vision specific (PROD, QA, Development, Training and Certification).

❖ Support of any 3rd party tools is out of scope for this engagement.

❖ Hardware installations projects.

3. SCOPE ASSUMPTION

Any modification to the support scope shall be requested per the CCR process.

4. SERVICE LEVEL AGREEMENTS

The service levels for the engagement are outlined below. These details including the level of adherence will be finalized upon discussion with the State based on data on the current performance baseline during steady state. If a need for service occurs during regular business hours the State will set priorities and utilize any assigned Tech Mahindra resources available. If the need for services occurs outside of regular business hours the SLA response/restoration times below apply.

The SLA's will be reviewed quarterly to re-baseline.

Priority	Description	Response Time	Restoration Time
P1	• Critical Production System /Functions unavailable causing severe disruptions to Primary Business Operations. • No work around known. • Causes huge Business and Finance loss or impact. • Complete loss of service or system outage.	Within 30 minutes	4 hours
P2	• A critical service is unavailable or causes disruptions to operations. • May have a business or finance impact. • Has a workaround. • Impacts a business unit group of users.	Within 1 hour	12 hours
P3	• A service is unavailable. • Has no impact on business.	Within 4 business hours	24 business hours
P4	• Regular low impact issues. • Request for additional or routine services that does not have any impact on business. • Users are aware of the disruptions.	Within 8 business hours	TBD for each request

❖ The SLA's above are for On-Call hours. We intend to have on call resources equipped with a mobile and laptop for remote connectivity as needed.

5. CONTRACT CHANGE PROCEDURE

An approved Contract Change Request (CCR) is required for any scope change to contract.

6. DOCUMENTATION MANAGEMENT

TechM will make every effort to ensure the application documentation up to date during the contract duration.

Key documents for TechM to create / update may include but are not limited to:
   ❖ Architecture Specs (update only for Support changes)
   ❖ Product Support Guide

Document names may vary in name by application technology.

Tech Mahindra will create a report format acceptable to the State which will be used for the purpose of detailing contractor resource activity during the previous two weeks. This report will be delivered to the contract manager no later than five business days from the conclusion of the previous period.

7. ASSUMPTIONS AND EXCLUSIONS

General Assumptions

- ❖ DMV functional team will be available for clarifying any concerns from application support team

- ❖ T e c h M will be provided the required access to the database and application servers. Any delay in getting the access leading to delay in the project deliverable will be taken into extra effort.

- ❖ State would provide access for offshore team to the entire Vision related Servers as required for support execution.

- ❖ State will inform TechM in advance, if it plans to change any of its infrastructures that will affect the Vision environment.

- ❖ It is assumed that State provides all the required server details and access to required tools for the project.

- ❖ It is assumed that State will provide access to various folders, repositories and sites (Support central) to the TechM team.

- ❖ It is assumed that all required Licenses and access to the Vision systems would provide by State.

- ❖ State team extends continuous support and co-ordination for the entire duration of the engagement.

- ❖ Any technological or organizational change related to the project and during the life cycle of the project would be communicated in a timely manner

- ❖ Additional travel if required by resources is not included in the rates.

Resource and Schedule Assumptions

- ❖ Acknowledgement and restoration time is governed by the SLA. TechM associate will make every effort to get the system operational either with a temporary workaround solution or a permanent fix.

- ❖ For every incident reported, if it cannot be resolved within the SLA due to various dependencies or constraints, a written estimate will be provided to the State indicating the ETA for the fix. Will need a formal approval from the State to proceed with the fix.

- ❖ All the identified offshore resources will work from TechM - Hyderabad facility.

- ❖ The Tech Mahindra consultants are engaged for scope as mentioned. If there is any change in scope Initiated by State team or mutually agreed between State team & Tech Mahindra, then the project price will change and will have to be addressed through Change Management Process.

- ❖ State Business Manager shall provide resources in the roles of Subject Matter Experts (process or systems) for business processes validation, requirements gathering as applicable.

- ❖ TechM will be provided 2 week notice in case of replacement request of any resource based new skillset required.

Technical Assumptions

❖ Licenses for any software required for project execution are already available with
    State and will be provided to Tech Mahindra team.

❖ All required hardware for setting up testing environment and new site deployments
    are already available with the State and will be provided to Tech Mahindra Team

Acceptance

❖ Ultimate acceptance of deliverables to be communicated, in writing, by the
    State designee.

❖ Deliverable shall meet the stated requirements set by State team and
    deliverable conforms to the finalized requirement specifications.

8. COMMUNICATION

Slate Contacts

Name: Robert Lussier
Title: Contract Administrator
Ph.:   603-227-4002
Cell:
Email: robert.lussier@dos.nh.gov

TechM Contacts / Escalation

Name: Tony Esposito
Title: Program Manager
Ph.:   802-233-5670
Cell: 802-233-5670
Email: Tony.Esposito@techmahindra.com

TechM will provide with an escalation matrix. TechM will review and update quarterly, or
as needed.

9. HARDWARE / SOFTWARE IFRASTRUCTURE PROVIDED BY STATE

❖ Connectivity to State Network and Vision Infrastructure.

❖ Access to applications to be supported.

10. THIRD PARTY SOFTWARE

❖ Not Applicable, except for those which are part of Vision technology stack.

11. PERSONNEL ROLES AND RATE

The role and the applicable Hourly rates for this engagement are given below:

Sl. No.	Role	Location	Rate / Hour (USD) FY16	Rate / Hour (USD) FY17/FY18	Proposed Resources FY16	Proposed Resources FY17	Expected Resources FY18
1.	Business Analyst/ Project Manager	Onsite	$120.00	$120.00	1	1	1
2.	QA Tester	Offshore	$42.00	$37.00	2	2	2
3.	Infrastructure Support Engineer	Onsite	$110.00	$110.00	1	1	1
4.	Infrastructure Support Engineer	Offshore	$42.00	$37.00	1	1	1
5.	CRM Developer	Onsite	$110.00	$110.00	1	1	1
6.	CRM Developer	Offshore	$42.00	$37.00	1	1	1
7.	BizTalk Developer	Offshore	$42.00	$37.00	1	1	1
8.	SharePoint Developer (part-time FY 17 & 18)	Offshore	$37.00	$37.00	1	0.63	0.63
Grand Total					9	8.63	8.63

Additional resources are available at the roles mentioned in the table below:

Sl. No.	Role	Location	Rate / Hour (USD)
1.	Microsoft SharePoint Developer	Onsite	$120.00
2.	Microsoft SharePoint Developer	Offshore	$37.00
3.	MS SQL DBA	Onsite	$120.00
4.	MS SQL DBA	Offshore	$37.00

Cost Layout by fiscal years is given below:

Sl. No.	Role	Location	FY16 Cost / Year (USD)	FY17 Cost / Year (USD)	FY18 Cost / Year (USD)
1.	Business Analyst/ Project Manager	Onsite	$145,600.00	$249,600.00	$249,600.00
2.	QA Tester	Offshore	$111,132.00	$167,832.00	$167,832.00
3.	Infrastructure Support Engineer	Onsite	$133,466.67	$228,800.00	$228,800.00
4.	Infrastructure Support Engineer	Offshore	$55,566.00	$83,916.00	$83,916.00
5.	CRM Developer	Onsite	$133,466.67	$208,000.00	$208,000.00
6.	CRM Developer	Offshore	$55,566.00	$83,916.00	$83,916.00
7.	BizTalk Developer	Offshore	$55,566.00	$83,916.00	$83,916.00
8.	SharePoint Developer	Offshore	$121,480.00	$50,000.00	$50,000.00
	Total		$811,843.34	$1,155,980.00	$1,155,980.00
	Discounts		$101,483.34	$135,980.00	$135,980.00
	Net Total		$710,360.00	$1,020,000.00	$1,020,000.00

❖ TechM full time resources identified and assigned will be 100% allocated to the State. It is the responsibility of the State to utilize them efficiently and effectively. The State will be responsible for any idle time resulting from the State unable to provide work to the allocated resources.

❖ Additional resources requested by the State for projects will be based on the role, location and hourly rate schedule depicted in the above table.

❖ Total value for SFY 16 will be prorated based upon the contract start being the first day of the month following the Effective Date.

Legend:

❖ F Y 1 6 = 01 Jan, 2016 through 30 June, 2016
❖ F Y 1 7 = 01 July, 2016 through 30 June, 2017
❖ F Y 1 8 = 01 July, 2017 through 30 June, 2018

12. TERM (START DATE & END DATE)

❖ D u r a t i o n : 2 Years 6 Months

❖ S t a r t Date: January 1, 2016 (or upon Governor and Council approval)

❖ E n d Date: June 30, 2018

13. FINANCIALS

13.1   PAYMENT PLAN

Payments are made based on monthly invoicing of total PO value for the duration mentioned as below.

Contract start date	January 1, 2016
Contract end date	June 30, 2018
PO Value	Not to exceed $2,750,360.00

13.2   MONTHLY INVOICING AMOUNT

Fiscal Year	Number of Months	Monthly Invoice Amount
FY: 16 Jan, 2016 – 31 May, 2016	5	$118,393.33
FY: 16 May, 2016 – 30 June 2016	1	$118,393.35
FY: 17 July, 2016 – 30 June, 2017	12	$85,000.00
FY: 18 July, 2017 – 30 June, 2018	12	$85,000.00

13.3   ASSUMPTIONS

❖ All transition costs for knowledge transfer shall be responsibility of TECHM

❖ At no time will State pay for any TechM Travel & Living (T&L)

❖ All training in order to adapt to emerging technology is the responsibility of TECHM. If however TECHM's resources are required to travel to other locations, e.g. applications being deployed to locations other than the locations above, it will be discussed with STATE in order to find a mutual agreement. An approved CCR is required.

State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

B&C#92

December 5, 2013   12-20-2013

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

Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles, to enter into a contract with Tech Mahindra (Vendor Code #255204-B001) for the total amount of $7,819,440.00 for the purpose of implementing a new software solution to replace the remaining Division of Motor Vehicle subsystems from the existing legacy environment. Effective upon Governor and Council approval through June 30, 2019, with the State's option to request additional services for up to three years, with Governor and Council approval. Funding Source: 96% Capital Funds/04% Revolving Funds.

Funds are available in the FY 2014 and FY 2015 capital and operating budgets with the authority to adjust between fiscal years through the Budget Office if needed and justified. Funding is expected to be available in future operating budgets for SFY2016 and SFY2017 and all fiscal years thereafter from the savings realized from not supporting the Department's existing legacy software environment.

02-23-23-233030-17970000   Dept. of Safety – Division of Motor Vehicles – DMV VISION
034- 0099 Capital Projects – Major IT Systems

	SFY2014	SFY 2015	SFY 2016	Subtotal
	$2,283,737.00	$4,272,155.00	$974,790.00	$7,530,682.00

02-23-23-233015-81070000   Dept. of Safety – Division of Motor Vehicles – Reflectorized Plate Fund
020-0220 Current Expenses – Computer Software

	SFY 2014	SFY 2015	SFY 2016	Subtotal
	$120,148.00	$78,045.00	$90,565.00	$ 288,758.00

TOTAL AMOUNT $7,819,440.00

Explanation

The purpose of this contract is to implement a new software solution to replace the remaining Division of Motor Vehicle subsystems from the existing legacy environment. This new environment will provide less complex maintenance, improved reliability, and enhanced functionality. The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request for Proposal (2013-049) to the State of NH website. The RFP was posted to the State of NH website, http://admin.state.nh.us/purchasing/bids_posteddte.asp on March 13, 2013, with proposals due no later than June 18, 2013. A vendor conference was held on April 2, 2013, with seventeen (17) potential bidders attending. All proposals were required to include pricing for Optional Services as part of the overall scope of the RFP to implement the functionality of software that supports Motor Vehicle Registration, Titling, and any other features available in the proposed software suite.

As a result of the RFP issuance and the vendor conference, three (3) potential vendors submitted proposals by the submission deadline date of June 18, 2013. After review of the proposals and vendor presentations, the contract was awarded to Tech Mahindra who had the highest overall score and the lowest cost to the State. If the services provided by Tech Mahindra are deemed to have been successful, the Department may request that those "optional services" be implemented with additional Governor and Council approval.

RFP 2013-049 was scored utilizing an average of individual scores from a nine-person evaluation committee. Tech Mahindra's proposal offered the lowest cost to the State of New Hampshire. The scoring committee consisted of Richard C. Bailey, Director, DMV; William Joseph, Deputy Director, DMV; Thomas Chagnon, Information Technology Manager, DMV; Jeff Oberdank, Supervisor of the Driver Licensing Bureau, DMV; Susan Roy, Supervisor of the Bureau of Financial Responsibility, DMV; Robert Lussier, Administrator, DMV; Albert Sheldon, Information Technology Manager V, Department of Information Technology; Brian Lumbert, Information Technology Manager III, Department of Information Technology; and Jeffery Niven, Systems Development Specialist VI, Department of Information Technology.

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.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Peter C. Hastings
Commissioner

December 3, 2013

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 Tech Mahindra Amercas Inc., (Tech Mahindra) as described below and referenced as DoIT No. 2013-049.

The purpose of this contract is to move those Division of Motor Vehicles subsystems which are hosted on an IBM Mainframe from their existing legacy environment to a new production environment. This will provide less complex maintenance, improved reliablity and enhanced functionality. This project, which is named VISION, will integrate with the current Title and Registration subsystems which are hosted in a Java, Oracle, Weblogic and HP UNIX environment known as the MAAP System. The cost of this project is not to exceed $7,819,440. The contract term is from Governor and Executive Council Approval through June 30, 2019.

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

Sincerely,

Peter C. Hastings

PCH/dcp
DOS 2013-049

cc: David Perry, Contracts Manager, DoIT Logistics

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
VISION
CONTRACT 2013-049
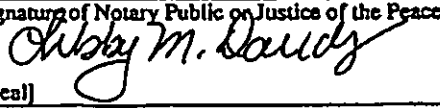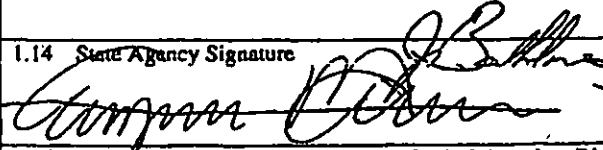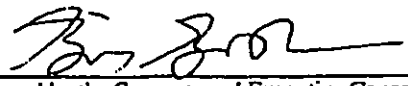## CONTRACT AGREEMENT –PART 1

Subject: VISION Contract

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of Motor Vehicles	1.2 State Agency Address 23 Hazen Drive Concord, NH 03305

1.3 Contractor Name Tech Mahindra (Americas) Inc.		1.4 Contractor Address 2140 Lake Park Blvd., Suite 300 Richardson, Texas 75080
1.5 Contractor Phone Number (571) 242-3897	1.6 Account Numbers 02-23-23-233030-17970000-034 02-23-23-233015-81070000-020	1.7 Completion Date June 30, 2019 1.8 Price Limitation $7,819,440

1.9 Contracting Officer for State Agency Elizabeth Bielecki Dept of Safety Director of Administration	1.10 State Agency Telephone Number (603) 227-4002
1.11 Contractor Signature *[signature: Amalhotra]*	1.12 Name and Title of Contractor Signatory Arvind Malhotra, Senior Vice President

1.13 Acknowledgement: State of *Ohio* , County of *Butler*

On *Dec 3, 2013* , 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 *[signature: Libby M. Davidson]* [Seal]	LIBBY M. DAVIDSON Notary Public, State of Ohio My Commission Expires May 5, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature *[signature]*	1.15 Name and Title of State Agency Signatory John Barthelmes Commissioner Dos

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: *[signature]*   On: 12/9/13

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.

Contractor Initials _____
Date_____

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

Contractor Initials _____

Date _____

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.

Contractor Initials _____
Date_____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
VISION
CONTRACT 2013-049
CONTRACT AGREEMENT – PART 2

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by Tech Mahindra and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Tech Mahindra's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	Tech Mahindra's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Tech Mahindra has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Tech Mahindra, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement,

	Section 1.1)
Contract Managers	The persons identified by the State and Tech Mahindra 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: *Contract Management*)
Contracted Vendor	Tech Mahindra whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. Tech Mahindra is the Contracted Vendor
Conversion Test	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.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which Tech Mahindra must cure the default identified.
Custom Code	Code developed by Tech Mahindra specifically for this project for the State of New Hampshire
Custom Software	Software developed and/or configured by Tech Mahindra specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by Tech Mahindra during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. Class B Deficiency – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor

	reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Tech Mahindra to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	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
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of Tech Mahindra's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Go Live	UAT has been conducted and UAT Exit Criteria have been met. The MOVES System is deployed and is fully operational Statewide.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Initial Work Plan	The Initial Work Plan will be prepared and submitted by Tech Mahindra within 20 business days of the project start. The Initial

	Work Plan will serve as a reference point used to track progress of the project. Initial Work Plan includes start date, finish date, duration and deliverables of project.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by Tech Mahindra as essential to work on the Project.
Licensee	The State of New Hampshire
Moves Platform	MOVES Platform consists of configuration and customization carried out to Dynamic CRM platform to enable DMV specific functionality. For this contract, it is limited to the mandatory requirements in RFP # 2013-049 related to Driver License, Financials, Dealers, Hearings/violations, Inspection Stations and Inventory. MOVES platform includes Entities, Business process definition and specific integration code written to enable DMV business functionality in Dynamic CRM. The MOVES platform will be used for Requirements validation and configuration during the initial JAD sessions with the State team and configured further to meet the requirements in the RFP.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to Tech Mahindra to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a

	conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Tech Mahindra's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by Tech Mahindra to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and Tech Mahindra's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with Tech Mahindra on the Project
Proposal	The submission from a Tech Mahindra in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. Tech Mahindra allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between Tech Mahindra and the State specifying the level of Service that is expected of, and provided by, Tech Mahindra during the term of the Contract.
Services	The work or labor to be performed by Tech Mahindra on the Project as described in the Contract.
Software	All custom Software, configuration changes and COTS Software provided by Tech Mahindra under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without
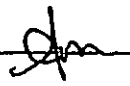
	limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by Tech Mahindra in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Safety, Division of Motor Vehicles 23 Hazen Drive Concord, NH Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Tech Mahindra. The Contract Agreement SOW defines the results that Tech Mahindra remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, Tech Mahindra, which is performing Services under this Contract under a separate Contract with or on behalf of Tech Mahindra
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Tech Mahindra, which fills in details, clarifies,

	interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Tech Mahindra is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor / Contracted Vendor	Tech Mahindra whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which Tech Mahindra is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by Tech Mahindra during the Warranty Period.
Work Hours	Tech Mahindra 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.
Work in Progress	Any item not in its final form according to the Contract
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead

	and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by Tech Mahindra either in paper or electronic format.
Written Notice	Shall be either a hardcopy document provided to the vendor/State or notification received and acknowledged through an accepted electronic tool set when that process has been mutually agreed to.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through Department of Safety, Division of Motor Vehicles ("State"), and Tech Mahindra Americas Inc., ("Tech Mahindra"), having its principal place of business at 2140 Lake Park Blvd., Suite 300 Richardson, Texas 75080-2290.

PROJECT DESCRIPTION: DMV VISION Project, Contract 2013-049, for providing a Commercial Off-the-Shelf (COTS) Solution with implementation services for the New Hampshire Division of Motor Vehicles (DMV).
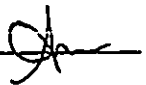
WHEREAS:

A. The State issued a Request for Proposals on March 13, 2013, DOS RFP 2013-049, seeking proposals to procure a fully functional software suite to support the operations of the NH Division of Motor Vehicles (NH DMV) and the services needed for a successful implementation of the software. The primary focus of the effort will be to replace the functionality of the current NH DMV application that is implemented in CA-IDMS. This project is known as VISION. VISION is the next step in a series of Department of Safety (DOS) projects chartered to move the remaining Division of Motor Vehicle subsystems from the existing legacy environment to a new production environment that will provide less complex maintenance, improved reliability and enhanced functionality. VISION is required to integrate with the current Title and Registration subsystems which are hosted in a Java, Oracle Weblogic and HP UNIX environment known as the MAAP system.

B. The RFP indicated that the overall VISION project will have

    I.   Phase I, Mandatory Phase:

        a. Mandatory Services to implement the software package to support Financial Processing, Driver Licensing (including AAMVA CDLIS 5.3 compliance), Financial Responsibility, Hearings & Violations, Inspection Stations, Dealer, Inventory, and Networks. This activity must fully replace the State's current legacy functionality.

        b. Mandatory Services to implement an interface between VISION and MAAP which allows VISION to process the MAAP financial transactions through the VISION financial module.

    II.   Phase II, Optional Phase:

        a. Procurement of any software modules required for the optional functionality (Registration and Title) not included in the Mandatory functionality in point I above.

        b. Optional Services to implement the functionality of the software that supports Motor Vehicle Registration, Titling (including AAMVA NMVTIS 2.4 compliance) and any other features available in the proposed software suite.

C. The State's intention is to initially contract for Phase I, Mandatory Phase, with an option of choosing to exercise the Phase II, Optional Phase of the project only if the State is satisfied with the results from Phase I.

2013-049 COTS Contract Agreement-Part 2
Initial All Pages:
Tech Mahindra's initials: _____

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings contained herein, the receipt and sufficiency of which is hereby acknowledged, the State and Tech Mahindra agree as follow:

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- Tech Mahindra's Responses
        Exhibit I- Work Plan
        Exhibit J- Software License and related Terms
        Exhibit K- Warranty and Warranty Services
        Exhibit L- Training Services
        Exhibit M- Agency RFP with Addendums, by reference
        Exhibit N- Tech Mahindra Proposal, by reference
        Exhibit O- Certificates and Attachments

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
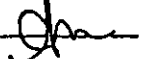
a. State of New Hampshire, Department of Safety Contract 2013-049 (This Agreement).
b. RFP 2013-049 DMV VISION PROJECT, dated 3-13-2013, with addenda 1 through 10 incorporated; then
c. The Tech Mahindra's Proposal, dated 06-18-2013

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").

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
VISION
CONTRACT 2013-049
CONTRACT AGREEMENT – PART 2

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended up to three 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, 2022.

Tech Mahindra shall commence work upon issuance of a Notice to Proceed by the State.

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. To ensure protection of the Contractor's intellectual property, these third-party vendors will sign a non-disclosure agreement with the Contractor, approved by the State. The approval shall not be unreasonably withheld. Tech Mahindra shall not be responsible for any delay, act, or omission of such other contractors, except that Tech Mahindra shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused solely by or solely due to the fault of Tech Mahindra.

3. CONTRACT MANAGEMENT

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

3.1 Tech Mahindra's Contract Manager

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

Santosh Kumar Nair
Vice President – Legal
1001 Durham Avenue, Suite 101
South Plainfield, NJ 07080
Phone: 732-497-3583Email: Santoshkumar.Nair@techmahindra.com

3.2 Tech Mahindra's Project Manager

3.2.1 Contract Project Manager

Tech Mahindra shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Tech Mahindra's selection of the Tech Mahindra 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 Tech Mahindra Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Tech Mahindra'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 Tech Mahindra 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 Tech Mahindra's representative for all administrative and management matters. Tech Mahindra'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. Tech Mahindra'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. Tech Mahindra's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Tech Mahindra shall not change its assignment of Tech Mahindra Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Tech Mahindra's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Tech Mahindra 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. Tech Mahindra shall assign a replacement Tech Mahindra Project Manager within ten (10) business days of the departure of the prior Tech Mahindra Project Manager, and Tech Mahindra shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Tech Mahindra 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 Tech Mahindra in default and pursue its

remedies at law and in equity, if Tech Mahindra fails to assign a Tech Mahindra Project Manager meeting the requirements and terms of the Contract.

3.2.5   The Tech Mahindra Project Manager is:

> Tony Esposito
> Project Manager
> 12 Cindy Lane
> Essex Junction, VT 05452
> 802-233-5670
> Tony.Esposito@techmahindra.com

3.3 Tech Mahindra Key Project Staff

3.3.1   Tech Mahindra 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-Tech Mahindra Response Checklist*. The State may conduct reference and background checks on Tech Mahindra Key Project Staff. The State reserves the right to require removal or reassignment of Tech Mahindra'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   Tech Mahindra shall not change any Tech Mahindra Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Tech Mahindra Key Project Staff will not be unreasonably withheld. The replacement Tech Mahindra Key Project Staff shall have comparable or greater skills than Tech Mahindra 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*,

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

   3.3.3.1   Tech Mahindra Key Project Staff shall consist of the following individuals in the roles identified below:

Tech Mahindra's Key Project Staff:

Key Member(s)	Title
Aman Sethi	Project Executive
Tony Esposito	Project Manager

<u>Subrat Gaur</u>   <u>Lead Business Analyst</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
NH DOS Department of Motor Vehicles
23 Hazen Drive, Concord NH 03301
Tel: (603) 277-4002
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 Tech Mahindra;
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:

Tom Chagnon
NH DOS Department of Motor Vehicles
23 Hazen Drive, Concord NH 03301
Tel: (603) 277-4061.
Email: Thomas.chagnon@dos.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Tech Mahindra Project Manager and Tech Mahindra 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   Tech Mahindra Responsibilities

Tech Mahindra 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.

Tech Mahindra 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.* Tech . Mahindra must submit all information and documentation relating to the Subcontractor,

including terms and conditions consistent with this Contract. The State will consider Tech Mahindra 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

Tech Mahindra 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, Tech Mahindra 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 Tech Mahindra 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 Tech Mahindra in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Tech Mahindra's written Certification. If the State rejects the Deliverable, the State shall notify Tech Mahindra of the nature and class of the Deficiency and Tech Mahindra shall correct the Deficiency within the period identified in the Work Plan. If no period for Tech Mahindra's correction of the Deliverable is identified, Tech Mahindra shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Tech Mahindra of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Tech Mahindra fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Tech Mahindra to continue until the Deficiency is corrected, or, terminate the Contract, declare Tech Mahindra in default, and pursue its remedies at law and in equity as per Section 13.

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.

4.6 Conditional Acceptance of Deliverables

After review, if the State determines that a deliverable contains deficiencies but is substantially complete the State may conditionally accept the deliverable with a plan from Tech Mahindra to correct the deficiencies. Tech Mahindra will be able to invoice the State for 80% of the amount for that deliverable. The remaining 20% payment will be made after all the remaining deficiencies are corrected in the deliverable and accepted by the State.

5. SOFTWARE

5.1 Software and Documentation

Tech Mahindra 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

Tech Mahindra shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services*

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

5.4 Title

Tech Mahindra 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

Tech Mahindra shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Tech Mahindra 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

Tech Mahindra 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

Tech Mahindra 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

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

7.4 Training Services

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

7.5 Maintenance and Support Services

Tech Mahindra 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

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan.* Tech Mahindra shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into 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 Tech Mahindra from liability to the State for damages resulting from Tech Mahindra'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, Tech Mahindra must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Tech Mahindra 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 Tech Mahindra 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 Tech Mahindra'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.

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 Tech Mahindra's receipt of a Change Order, Tech Mahindra shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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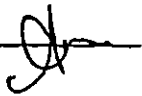
All Change Order requests from Tech Mahindra to the State, and the State acceptance of Tech Mahindra's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment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

10. INTELLECTUAL PROPERTY

All software, configurations and documentation of same, including configuration changes which define the MOVES Platform, delivered to the State in fulfillment of requirements of the Contract, subject to confidentiality requirements of the Contract, shall be co-owned by Tech Mahindra and the State. Both parties shall have the right to use and modify the software and configurations and shall have the right to allow their agents to do the same.

10.1 State's Data

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

10.2 Tech Mahindra's Materials

Subject to the provisions of this Contract, Tech Mahindra 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, Tech Mahindra shall not distribute any products containing or disclose any State Confidential Information. Tech Mahindra 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.

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

10.3 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.

10.4 Custom Software Source Code

Tech Mahindra shall provide the State with a copy of any custom source code and any configuration changes which shall be owned by the State.

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, Tech Mahindra 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*). Tech Mahindra 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 Tech Mahindra's performance under the Contract.

11.2 State Confidential Information

Tech Mahindra shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Tech Mahindra 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 reasonably 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.

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

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

11.3 Tech Mahindra Confidential Information

Insofar as Tech Mahindra seeks to maintain the confidentiality of its confidential or proprietary information, Tech Mahindra must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Tech Mahindra considers the Software and Documentation to be Confidential Information. Tech Mahindra 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 Tech Mahindra as confidential, the State shall notify Tech Mahindra and specify the date the State will be releasing the requested information. At the request of the State, Tech Mahindra shall cooperate and assist the State with the collection and review of Tech Mahindra's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Tech Mahindra's sole responsibility and at Tech Mahindra's sole expense. If Tech Mahindra fails to obtain a court order enjoining the disclosure, the State shall release the

information on the date specified in the State's notice to Tech Mahindra, without any liability to Tech Mahindra.

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 Tech Mahindra shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement – Part 1-General Provisions*.

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 Tech Mahindra

Subject to applicable laws and regulations, in no event shall Tech Mahindra be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Tech Mahindra's liability to the State shall not exceed one and half times (1.5x) of the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement – Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to Tech Mahindra 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 Tech Mahindra 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 Tech Mahindra written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Tech Mahindra fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Tech Mahindra 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 Tech Mahindra a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Tech Mahindra during the period from the date of such notice until such time as the State determines that Tech Mahindra has cured the Event of Default shall never be paid to Tech Mahindra.

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

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

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

13.1.2 Tech Mahindra 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 herby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Tech Mahindra. In the event of a termination for convenience, the State shall pay Tech Mahindra the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables, including work in progress, provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, based on the percent completed as per the last accepted version of the Project Plan, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Tech Mahindra to deliver to the State property which is in or has been in the control of the Vendor or subcontractors, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Tech Mahindra shall:
a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Tech Mahindra 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 Tech Mahindra 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 Tech Mahindra should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Tech Mahindra, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Tech Mahindra, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Tech Mahindra, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 Tech Mahindra 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 Tech Mahindra 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 Tech Mahindra of any of its obligations under the Contract nor affect any remedies available to the State against Tech Mahindra that may arise from any event of default of the provisions of the contract. The State

shall consider Tech Mahindra to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit Tech Mahindra from assigning the Contract to the successor of all or substantially all of the assets or business of Tech Mahindra provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Tech Mahindra 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 Tech Mahindra, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Tech Mahindra, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Tech Mahindra, 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

LEVEL	TECH MAHINDRA	STATE	CUMULATIVE ALLOTTED TIME
Primary	Tony Esposito Tech Mahindra Project Manager (PM)	Thomas R. Chagnon State Project Manager (PM)	5 Business Days
First	Aman Sethi Project Executive, Vice President	Richard C. Bailey Jr. DMV Director	10 Business Days
Second	Arvind Malhotra Executive Sponsor, Senior Vice President	John J. Barthelmes. Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. 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. In lieu of code escrow Tech Mahindra shall deliver to the State software configured to fulfill all contract requirements, as well as documentation to describe all changes made to the base application. All custom code and associated documentation shall be delivered to the State as well. These deliveries shall be a prerequisite to User Acceptance Testing.

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.

Tech Mahindra 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

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

18.3 Project Workspace and Office Equipment

The State agency will work with Tech Mahindra to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Tech Mahindra's staff.

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 Tech Mahindra 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 Tech Mahindra to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Tech Mahindra understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Tech Mahindra access or attempt to access any information without having the express authority to do so.

c. That at no time shall Tech Mahindra access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Tech Mahindra must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Tech Mahindra. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Tech Mahindra understand and agree that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither Tech Mahindra 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 Tech Mahindra's inability to hire or provide personnel needed for Tech Mahindra's performance under the Contract.

18.11 Insurance

18.11.1 Tech Mahindra 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Tech Mahindra shall provide the State with a Microsoft Dynamics CRM 2013 based MOVES Software foundation for the VISION System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Initial Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. During the initial 40 days of the project, Tech Mahindra and the State will mutually agree on how the acceptance criteria will apply to the specific characteristics of each deliverable.

Pricing for Deliverables 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, ACTIVITIES SCHEDULE AND DELIVERABLE ACCEPTANCE CRITERIA

2.1 Implementation Schedule – Activities / Deliverables / Milestones / Deliverable Acceptance Criteria

For each deliverable, Tech Mahindra will provide a table of contents that will be reviewed jointly with the State. As part of that review, the State and Tech Mahindra will expand on the High Level Acceptance Criteria established in Table A-1 below, and create specific acceptance criteria for the Deliverables. State acceptance of each deliverable, subject to these defined criteria, will allow Tech Mahindra to invoice the State for the appropriate amounts as outlined in Exhibit B: Price and Payment Schedule.

The following is the schedule of Deliverables, Milestones and Activities along with their high level Acceptance Criteria

Table A-1: Mandatory Activities/Deliverables/Milestones/Deliverable Acceptance Criteria

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
Initiation Stage	1	Initiation Phase (Conduct Kickoff)	Non Software	As defined in Initial Work Plan (Refer # 2)	Project kick-off meeting facilitated and minutes of meeting published after kick-off.
	2	Project Management Plan Including Initial Work Plan	Written	Contract start plus 20 Business Days	Document defines how the project will be managed. A detailed Microsoft Initial Work Plan has been documented and includes the necessary tasks for the Project including dates and durations. This document will include, at a minimum, the following:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery.Date	High Level Acceptance Criteria
					• Project Org Chart with Roles & Responsibilities •. Status Reporting Mechanisms • Project Management Tools • Project Management Documents A Change Control Process document has been created to manage changes to requirements, scope, effort and timeline of the project.
	3	Communications & Change Management Plan	Written	As defined in Initial Work Plan (Refer # 2)	A detailed plan has been documented that outlines the tools, processes and procedures necessary to ensure the appropriate communication mechanisms are in place between the project and the user community.
	4	Interface Plan and Design/Capability	Written	As defined in Initial Work Plan (Refer # 2)	Interface Plan that contain the following: • Interface Design Overview, Strategy and Approach for all Interfaces • High level plan with time line for each of the interfaces
	5	Software Change Control Process Document	Written	As defined in Initial Work Plan (Refer # 2)	Software Version Control using Microsoft tools.
	6	Data Conversion Plan and Design	Written	As defined in Initial Work Plan (Refer # 2)	A Conversion strategy document has been completed and contains the following: • Overview/Definition of Data to be converted • Conversion Approach & Processes • Pre-Conversion data cleansing requirements and processes • Detailed Data Conversion schedule which will update the Initial Work Plan
	7	Knowledge Transfer Plan	Written	As defined in Initial Work Plan (Refer # 2)	A Knowledge Transfer Plan provided to the state Staff on how to modify and operate the VISION system has been created and approved.
	8	Risk and Issue Management Plan	Written	As defined in Initial Work Plan (Refer # 2)	A detailed plan has been documented that outlines the management processes in place to proactively identify and reduce the various forms of project risk. The Risk Management Plan will contain Risk Strategies, Roles and Responsibilities and contingency plans if risk occurs.
Technical Architecture	9	High Level Technical Architecture Document	Written	As defined in Initial Work Plan (Refer # 2)	Software Architecture document that contains the following: • System Architecture for all layers is complete. • All Software Components in the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
					system architecture are defined. • Sequence diagrams, for Major Functions • Approach and plan for all Environments – Development, Testing and Production • Approach for security that will meet state standards • Hardware/Software Configuration for all environments
Requirements	10	Unmodified Software Package Delivery	Software	As defined in Initial Work Plan (Refer # 2)	The Base MOVES solution (Microsoft Dynamics CRM 2013) is installed in the State development environment to walk the State team through transactions. The Base MOVES solution will be used for Requirements validation and configuration during the initial JAD sessions with the State team.
	11	Requirements Specification – Org Setup	Written	As defined in Initial Work Plan (Refer # 2)	Requirement Specification containing Description, Business Rules, screens and/or other supplemental requirements. • Business process definition for the transactions • UI/Screens prototyped for all significant functions identified and created in the System • Data Model contains entities, relationships, attributes for all database table documented in the data dictionary • Comments, Issues, Review Change Log • The Inventory of all Letters & Reports has been defined and approved • The Inventory has noted key data elements for each Letter/Report • Requirements traceability related to the requirements in the set.
	12	Requirement Specification – User Admin	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	13	Requirement Specification – Transaction Setup	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	14	Requirements Specifications – Customer	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
	15	Requirements Specifications – License	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	16	Requirements Specifications – Financial	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	17	Requirements Specifications – Financial Responsibility	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	18	Requirements Specifications – Hearings	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	19	Requirements Specifications – Inspections	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	20	Requirements Specifications – Dealers	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	21	Requirements Specifications – Inventory Management	Written	As defined in Initial Work Plan (Refer # 2)	Same as '11' above
	22	Requirements Specifications – Interfaces	Written	As defined in Initial Work Plan (Refer # 2)	Interface Specifications will contain, at minimum, the following: • Description of all interfaces (Batch, Online) including key strategies for building each interface • System Design Overview including: Interface Requirements, Architectural Representation • File Specification/format, as necessary
Configuration	23	Software Configured for State Requirements (excluding Inventory Management)	Software	As defined in Initial Work Plan (Refer # 2)	Configuration of the System (except Inventory Management) is completed to result in a working, unit testable software
	24	Software Configured for State Requirements – Inventory Management	Software	As defined in Initial Work Plan (Refer # 2)	Configuration of specifics to Inventory Management, is completed to result in a working, unit testable software
Interfaces	25	Functioning In and Out-bound Interfaces Development Complete	Software	As defined in Initial Work Plan (Refer # 2)	All required interfaces have been developed and unit tested
Unit Testing	26	Unit/Alpha Tested VISION System	Software	As defined in Initial Work	All unit test defects have been addressed. Unit test results have been documented and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
				Plan (Refer # 2)	submitted.
Data Conversion	27	Data Cleansing Completed	Software	As defined in Initial Work Plan (Refer # 2)	A previously defined sample-size (20% data) of data has been mutually agreed upon as the appropriate amount of data to review for acceptance
	28	Data Conversion Completed	Software	As defined in Initial Work Plan (Refer # 2)	A previously defined sample-size of converted data has been mutually agreed upon as the appropriate amount of data to review for acceptance. All necessary conversion scripts have been executed and validated data has populated the production environment.
Testing	29	Operational Software modified as required / System Integration Testing Complete (excluding Inventory Management)	Software	As defined in Initial Work Plan (Refer # 2)	Execution of Test Scripts (excluding Inventory Management) have been performed per approved Test Plan and Project Plan and the Software meets the following Exit Criteria: **Integration Testing - EXIT CRITERIA** • Zero Class A Defects Exist in the Application. • No more than 20 Class B defects exist in the application with a plan to resolve and the plan is approved by the Project Steering committee. • Class C Defects have been documented with a plan to resolve and the plan is approved by the Project Management Team.
	30	System Integration Testing Complete (only Inventory Management)	Software	As defined in Initial Work Plan (Refer # 2)	Execution of Test Scripts specific to Inventory Management have been performed per approved Test Plan and Project Plan and the Software meets the Integration Testing Exit Criteria as in 29.
	31	AAMVA Structured Testing Complete and PCI Compliance	Written	As defined in Initial Work Plan (Refer # 2)	All AAMVA defined Structured Test Cases have been run and the Interfaces meet the following Exit Criteria: **AAMVA Structured Testing – Exit CRITERIA** • AAMVA certifies completion of testing Certificate of Compliance for Payment Application - Data Security Standards (PA-DSS) or Payment Card Industry-Data Security Standard (PCI-DSS)
	32	Support User Acceptance Testing	Non-Software	As defined in Initial Work	User Acceptance Test Plan has been completed and contains, at minimum, the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
		Operational Base Software Open Web Application Security Project (OWASP) Test Results	Software Written	Plan (Refer # 2)	following: • User Acceptance Definition • UAT Roles and Responsibilities • UAT Approach & Processes Note: State is responsible for completion of UAT Test Cases/Scripts or the execution of UAT. Tech Mahindra will support State in their effort to complete UAT. User Acceptance Testing has been completed as per the plan.
	33	Day In The Life Testing Complete	Non-Software	As defined in Initial Work Plan (Refer # 2)	Two (2) iterations of Day In the Life Testing have been completed as per the plan.
	34	Performance Testing / Conduct Volume / Stress Testing & Tuning Complete	Non-Software	As defined in Initial Work Plan (Refer # 2)	A System Performance Test has been conducted and a Report has been delivered to the State and contains, at minimum, the following: • Overview of Performance Monitoring Approach • Definition of Performance Metrics • Performance Monitoring Activities • Point in Time Performance Metrics • Action taken to tune the application • Open Issues List (if any) • Recommendations
Training	35	Comprehensive Training Plan	Written	As defined in Initial Work Plan (Refer # 2)	A Training Plan has been created for each of the following levels of training: • Administrators, Power Users • End Users, Casual Users – Train the Trainer • IT Staff
	36	User Manual / Training Materials / Curriculum	Written	As defined in Initial Work Plan (Refer # 2)	Material has been created for each of the following levels of training: • Administrators, Power Users • End Users, Casual Users • IT Staff Manuals have been created, for each functional area of the application, which provides end-users with the appropriate level of information necessary to utilize the system.
	37	Documentation of Operational Procedures	Written	As defined in Initial Work Plan (Refer # 2)	Operations manual has been created and contains, at minimum, the following information: • System Security • Business Rules Maintenance

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
					• Batch Processes • Application Backup Procedures Recovery Procedures • Microsoft Dynamics Administration
	38	Conduct Training	Non-Software	As defined in Initial Work Plan (Refer # 2)	Training classes have been conducted as outlined below: • Administrators and IT Staff o Training complete for approximately 20 Database and System Administrators, Network Administrators and Programmers • End Users:. o DMV Staff – Training provided to Trainers who will then provide training to the remaining end users. -Lead 2 training classes (for each subject group e.g. FR group, Driver Licensing, Dealers group etc.) -Monitor/Support 2 training classes o UAT Group – Training provided to approximately 25 users for User Acceptance Testing
Implementation	39	Implementation Plan / Deployment Plan	Written	As defined in Initial Work Plan (Refer # 2)	Implementation Plan document has been completed and contains, at minimum, the following: • Installation Strategy • Assumptions • Dependencies • Site Preparation Requirements • Deployment Mechanisms / Processes • Resources • Contingency Plan(s)
	40	System Acceptance and Delivery of a fully compliant Operational Software System / System Implemented – Statewide (Go Live) / Warranty Period Begins	Software	As defined in Initial Work Plan (Refer # 2)	IMPLEMENTATION ENTRY CRITERIA (criteria necessary to move to full application/system rollout) • All UAT Exit Criteria have been met. • The State agrees that the combined impact of the allowable Class B defects does not prohibit implementation. Acceptance will be based on the overall effect on processing time and will not be withheld unreasonably and the implementation is approved by the Project Steering committee. • Data conversion is completed • All users have been trained • Post conversion testing has been

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
					complete and no Class A defects are discovered. • All procedures on deployment as documented by the Operations group have been followed and the Operations group approves deployment to production. Implementation Plan document has been completed and contains, at minimum, the following: • Installation Strategy • Assumptions • Dependencies • Site Preparation Requirements • Deployment Mechanisms / Processes • Resources • Contingency Plan(s) IMPLEMENTATION EXIT CRITERIA (criteria necessary to move into 180 Day Post Implementation/Warranty) • The system has been deployed and is being used by the State in the production environment. • Zero class A Defects exist in the Application • Zero Class B defects exist in the application with a plan to resolve during warranty and the plan is approved by the Project Steering committee. • Class C defects have been documented with a plan to resolve during warranty and the plan is approved by the Project Steering committee.
	41	Business Continuity Plan	Written	As defined in Initial Work Plan (Refer # 2)	The Business Continuity Plan that defines the process/ procedures for the activities to be carried out to ensure continuity of business during disasters.
	42	End User Support Plan	Written	As defined in Initial Work Plan (Refer # 2)	The End User Support Plan details how the end users will be supported, after Go Live, including topics like • Follow up training • Considerations for external help desk/Internal help desk
	43	Licensed Software Upgrade (Plan)	Software/ Written	As defined in Initial Work Plan (Refer # 2)	Considerations and key items that the State needs to be aware of to upgrade to the next version of Microsoft Dynamics CRM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Deliverable Type	Project Delivery Date	High Level Acceptance Criteria
Warranty	44	Completion of Warranty and Project Close Out	Non-Software and Written	As defined in Initial Work Plan (Refer # 2)	**WARRANTY PERIOD ENTRY CRITERIA:** • All Implementation Exit Criteria outlined above have been met The Warranty Summary Report has been delivered to the State and contains, at minimum, the following: • Warranty Period Overview • Warranty Activities Performed • Warranty Incident Log (with resulting corrective actions) **WARRANTY EXIT CRITERIA** (end of project and Contractor's obligation per the contract for services and any approved change controls) • All Class A defects identified up to and including the 6 month Post Implementation/Warranty period have been resolved. • All Class B defects identified up to and including the 6 month Post Implementation/Warranty period have been resolved • All Class C defects have been documented with recommended resolution and included in the Transition Plan to the State • The Post Implementation / Warranty Support has been provided to the State by the Contractor for a maximum of 6 months. • All System Completion Phase deliverables outlined above have been accepted by the State according to the associated acceptance criteria. Conduct a Close Out Meeting NOTE: Upon completion of the Warranty Exit Criteria and Summary Report, the State will provide the Contractor with overall project completion and approval letter.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

3. TRAINING DELIVERABLES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling $7,819,440 for the period between the Effective Date through June 30, 2019. Tech Mahindra shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Tech Mahindra to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table C-1A: Mandatory Activities/Deliverables/Milestones

Payment Milestones for Mandatory Activities/Deliverables

Stage	Project Deliverable Number	Activity/Deliverable or Milestone	Payment
Initiation	1	Initiation Phase (Conduct Kickoff)	$44,396
	2	Project Management Plan (including Project Work Plan)	$203,764
	3	Communications and Change Management Plan	$88,968
	4	Interface Plan and Design/Capability	$88,968
	5	Software Change Control Process	$88,968
	6	Data Conversion Plan and Design	$88,968
	7	Knowledge Transfer Plan	$88,968
	8	Risk and Issue Management Plan	$103,764
Technical Architecture	9	High Level Technical Architecture Document	$460,320
Requirements	10	Unmodified Software Package Delivery	$690,480
	11	Requirements Specification – Org Setup	$86,110
	12	Requirement Specification – User Admin	$85,810

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Stage	Project/Deliverable Number	Activity, Deliverable or Milestone	Payment
	13	Requirement Specification — Transaction Setup	$120,120
	14	Requirements Specifications — Customer	$120,148
	15	Requirements Specifications — License	$120,148
	16	Requirements Specifications — Financial	$120,148
	17	Requirements Specifications — Financial Responsibility	$120,148
	18	Requirements Specifications — Hearings	$120,148
	19	Requirements Specifications — Inspections	$120,148
	20	Requirements Specifications — Dealers	$120,148
	21	Requirements Specifications — Inventory Management	$120,148
	22	Requirements Specifications — Interfaces	$218,373
Configuration	23	Software Configured for State Requirements (excluding Inventory Management)	$259,116
	24	Software Configured for State Requirements (only Inventory Management)	$78,045
Interfaces	25	Functioning In and Out-bound Interfaces Development Complete	$237,500
Unit Testing	26	Unit/Alpha Tested Vision System	$309,102
Data Conversion	27	Data Cleansing Completed	$77,117
	28	Data Conversion Completed	$303,701
Testing	29	Operational Software modified as required / System Integration Testing Complete (excluding Inventory	$601,299

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Payment
		Management)	
	30	System Integration Testing Complete (only Inventory Management)	$90,565
	31	AAMVA Structured Testing Complete – and PCI Compliance	$162,500
	32	Support User Acceptance Testing Operational Base Software Open Web Application Security Project (OWASP) Test Results	$626,469
	33	Day In The Life Testing Complete	$179,559
	34	Performance Testing Complete / Conduct Volume / Stress Testing & Tuning Complete	$177,559
Training	35	Comprehensive Training Plan	$51,390
	36	User Manual/Training Material/Curriculum	$321,491
	37	Documentation of Operational Procedures	$91,024
	38	Conduct Training	$173,491
Implementation	39	Implementation Plan/Deployment Plan	$51,390
	40	System Acceptance and Delivery of a fully compliant Operational Software System / System Implemented - Statewide	$318,375
	41	Business Continuity Plan	$51,349
	42	End User Support Plan	$44,390
	43	Licensed Software Upgrade (Plan)	$44,390

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Stage	Project Deliverable Number	Activity, Deliverable or Milestone	Payment
Warranty	44	Warranty Support Completed and Project Close Out	$150,457
TOTAL			$7,819,440

Table C-4: Future Vendor Rates Worksheet

Position Title	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Manager	$155	$160	$164	$169	$174
Deputy Project Manager and CRM Architect	$125	$129	$133	$137	$141
Functional Lead/Business Manager	$135	$139	$143	$148	$152
Business Analyst	$105	$108	$111	$115	$118
Technical and Solution Vision	$150	$155	$159	$164	$169
Technical Architect	$125	$129	$133	$137	$141
Application Development Manager	$50	$52	$53	$55	$56
Interface Manager	$120	$124	$127	$131	$135
Data Conversion Manager	$130	$134	$138	$142	$146
Infrastructure Developer	$75	$77	$80	$82	$84
Senior Technical Lead (CRM)	$120	$124	$127	$131	$135
CRM Developers	$30	$31	$32	$33	$34
Data Conversion Developer	$60	$62	$64	$66	$68
Integration Developers (MSCRM web services)	$65	$67	$69	$71	$73
System Administrator	$85	$88	$90	$93	$96
Implementation Manager	$130	$134	$138	$142	$146
Training Manager	$120	$124	$127	$131	$135
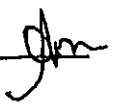
STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Trainers	$90	$93	$95	$98	$101
Testing Manager	$105	$108	$111	$115	$118
Test Engineer	$60	$62	$64	$66	$68
Database Administration (DBA)	$100	$103	$106	$109	$113
ETL Lead	$85	$88	$90	$93	$96
Change Management Developer	$80	$82	$85	$87	$90
Documentation Developer	$40	$41	$42	$44	$45

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $7,819,440 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Tech Mahindra for all fees and expenses, of whatever nature, incurred by Tech Mahindra in the performance hereof.

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

3. INVOICING

Tech Mahindra shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Tech Mahindra shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

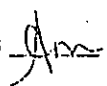Invoices shall be sent to:
Division of Motor Vehicles
Attn: Robert Lussier
23 Hazen Drive
Concord, NH 03305
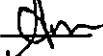
STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Tech Mahindra Limited
Attn: Finance Department
1001 Durham Avenue, Suite 101,
South Plainfield, NJ 07080

5. OVERPAYMENTS TO Tech Mahindra

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

6. CREDITS

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

8. CONTRACT SECURITY/PERFORMANCE BOND

Tech Mahindra shall furnish the State with a Performance Bond in an amount equal to 100% of the total value of the applicable Purchase Prices and Charges within ten (10) business days of receipt of notice of intent to award a Contract. Tech Mahindra 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 Tech Mahindra in full force and effect until successful completion of the Warranty Period of the Mandatory phase. Tech Mahindra 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 Tech Mahindra 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 and made payable to the State of New Hampshire shall issue the Performance Bond. The Performance Bond shall contain the Contract number and dates of performance. Should the State choose to pursue additional services available under the Contract a new bond shall be procured in an amount agreed to by the parties.

The Performance Bond shall secure the performance of Tech Mahindra, 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 Tech Mahindra's default in performance or liability caused by Tech Mahindra. The Performance Bond shall become payable

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

to the State for any outstanding damage assessments made by the State against Tech Mahindra if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to Tech Mahindra'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 Tech Mahindra'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 Tech Mahindra to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to Acceptance of the Performance Bond.

9. Credit Hours Accrued from System Evaluations and Observations

Upon request, the State shall report to representatives of other States the degree of success they have experienced in the operation of the MOVES based VISION system and shall host observers from these states. Should additional states hire Tech Mahindra to implement a derivative of the MOVES solution, the State shall accrue 5,000 hours per additional state. These hours shall be used at the discretion of the State or may be used to purchase hours of maintenance to support the VISION system. These hours will be for a mid-range consultant, and the staff will be onsite or offsite, as mutually agreed by both parties.

For every unique state which visits the State to observe the Vision system, Tech Mahindra will credit 500 hours to the State which may be used towards maintenance and enhancement of the Vision system. These hours will be subtracted from the 5,000 hours accruable to the State in the event of Tech Mahindra successfully winning a contract for implementation of MOVES with that jurisdiction.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT C
SPECIAL PROVISIONS

1. Both parties agree to amend the Agreement section 14. Insurance paragraph 14.1 of the Contract 2013-049 in order to show the amount of insurance is in agreement with Tech Mahindra's coverage currently in force for comprehensive general liability in the amount of $1,000,000 for each occurrence and the excess/umbrella liability in the amount of $6,000,000 for each occurrence.

2. **NOTICE-** Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses.

TO Tech Mahindra:
Satish Kumar
Tech Mahindra Limited
1001 Durham Avenue, Suite 101
South Plainfield, NJ 07080
Tel: 571-242-3897

TO STATE:
Division of Motor Vehicles
Attn: Robert Lussier
23 Hazen Drive
Concord, NH 03305
Tel: (603) 227-4050

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

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

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

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

d. **Steering Committee Meetings:** Participants will include the State and Tech Mahindra Executive leadership. These meetings will be conducted monthly and address overall project status and any risks/issues that the leadership should be aware of.

e. **The Work Plan:** must be reviewed at Status Meetings and updated, at minimum, on a weekly basis.

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

g. **Go/No Go Meetings:** Prior to the beginning of a stage or event a meeting shall be held to insure that all the prerequisites have been met and that the next stage or activity should begin.

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

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

The Tech Mahindra Project Manager or Tech Mahindra Key Project Staff shall submit weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Tech Mahindra'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. Tech Mahindra shall produce Project status reports, which shall contain, at a minimum, the following:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, Tech Mahindra shall provide the State with information or reports regarding the Project. Tech Mahindra 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

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Tech Mahindra 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*.

Tech Mahindra 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. Tech Mahindra 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. Tech Mahindra 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 Tech Mahindra's cost structure and profit factors shall be excluded from the State's

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

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

Tech Mahindra 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 Tech Mahindra shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

Tech Mahindra personnel on site at the State 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 between the State Project Manager and the Tech Mahindra Project Manager.

6. SUBCONTRACTORS

As mentioned in the proposal, Tech Mahindra intends to use the following subcontractors on the project based on our coming to an agreement on the subcontract.

- POD Inc. – Data Cleansing and Data Conversion tasks
- MVDExpress – Implementation and Training tasks
- Symbiosys – provide local resources, as needed

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

Tech Mahindra shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. Tech Mahindra shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

B. The Tech Mahindra team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

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

D. Tech Mahindra shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

E. Tech Mahindra shall manage Project execution and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

F. Tech Mahindra shall adopt an Implementation time-line as per approved Initial 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 for: the preliminary training plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure. State will procure all needed software licenses and hardware for all environments as per the Initial Work Plan. Tech Mahindra will assist the State in finalizing the Bill of Materials for software and hardware acquisition.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

1.2.2 Implementation

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

As proposed, Tech Mahindra will implement all modules (including the financial processing of the MAAP interface) together in a single phase of the project.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.3 Change Management and Training

Tech Mahindra's training services shall be focused on developing training strategies and plans. While Tech Mahindra will be responsible for "Train the Trainers", its approach relies on State resources for training all remaining end users. The State shall have the lead for all Change Management activities including communication with various stakeholders and DMV staff about the impact of the new solution on existing business processes. Tech Mahindra shall provide support to the State for the development and presentation of information to the VISION stakeholders.

2. IMPLEMENTATION METHODOLOGY

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

Requirements Validation

The Tech Mahindra Software Development and Configuration team will analyze the Requirements Specifications documents and follow this with a detailed walkthrough of the Requirements Specifications by the Business Analysis Team. To establish a common understanding of the overall integrated solution, representatives from the Data Conversion and Testing teams are included in these walkthroughs. The Business Analysis Team will provide any necessary clarifications for the Software Development and Configuration team. The Business Analysis team and the Software Development and Configuration team will then identify and prioritize the associated development tasks.

Requirement validation process will start with a Requirement's workshop which will be aimed at creating a common understanding of the following areas:

1. Dynamic CRM Boot camp
2. Dynamic CRM configuration options available
3. MOVES Business processes and Domain Model
4. Explanation of Rulesets and expectation of the Rules
5. Mock Joint Application Design (JAD) Process to ensure that all the Domain Experts from State are on the same page on the JAD process

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

6. List of information required for each transaction to be collected and be available at the start of the JAD session
7. Discussion on the requirements document format.
8. Requirements Gathering process in Team Foundation Server (TFS)

The above topic will ensure that all the attendees of the requirement session are on the same page and will ensure that all the Business processes and the related requirements are appropriately captured in the Requirement Specification document and also configured in the system.

Requirements validation begins with facilitated JAD sessions that include application/prototype demonstrations based on MOVES. JAD for Each Business Process set will be focused on making sure that all the requirements in the RFP and the system are appropriately mapped to the Rulesets and appropriate screen and Entity changes are configured in the system. Typically, the Preliminary JAD session where business process, screen structure, entity structures are discussed and decided will be followed by another session where the team will finalize all the configuration of the system including any rules configuration in the InRule Business Rules management system and identify any interaction with interfaces and any requirements that are left for customization.

The goals for these sessions include the following:

*   Requirements confirmation
*   Identification of different steps involved in the transactions
*   Details of the screen layout of each step including identification of the fields in the screen
*   Identification of Business flows including inputs and starting points from various channels
*   Detailed business rules identification
*   Workflow validation

Along with the requirements definition, information also is gathered on the following solution requirements:

*   Supporting or output documents for transactions and their formats, for example a registration form or deficiency letter
*   Identification of Fee structures for all transactions
*   Identification of Master data values and any dependencies
*   Reports
*   Batch Jobs related to the transaction or the functionality being discussed.

All the information not configured in the system as part of JAD will be documented as part of the High Level Design Document and the Team foundation requirements work items which become the basis of the any further development going forward.

Software Configuration and Customization
The Configuration and Development Phase takes the requirement sets and for each of the requirement set designs and develops any configuration and customization tasks that might be there. The configuration

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

tasks will be carried over from the screen designs, Entity designs and business Process designs carried out in the Requirements phase and the high level design document created in the requirement phase.

Tech Mahindra will apply the following techniques to the four steps to capture and reflect all of the business and technical requirements in the final solution:

- Early and Active User Involvement throughout design and development of the solution so that the end-product meets the needs of users
- Iterative Development, Driven by User Feedback to configure the solution incrementally so that users can provide feedback as the system evolves
- Integrated Unit Testing, performed continually throughout build, to provide a technically sound, reliable solution

For all counter transactions, Tech Mahindra will prioritize the time it takes to complete the business process/customer transaction. For the business processes/transactions in the new VISION system, Tech Mahindra will make an effort to match or reduce the time it takes currently in IDMS system for counter transactions. For transactions/business processes in VISION with additional steps (or a change to the business process) in comparison with the current IDMS system (e.g. adding counter scanning or additional interfaces etc), Tech Mahindra and the State team will discuss the impact it will have to the counter processing time. Tech Mahindra will also present the State with options to optimize the counter processing time for transactions that are taking longer than it would in the IDMS system.

Interface Development

One of the major delivery areas of a motor vehicle solution implementation is the many interfaces and the complexity of those interfaces. To mitigate any risks, Tech Mahindra will begin defining, developing, and working closely with the interface contacts from the beginning of the project.

Concurrent with the JAD sessions, the Interface Requirements also will be defined and an Interface Control Document will be developed for each interface. Communication with third-party interfaces is critical to the success of the integration of the interfaces with the new solution. The project schedule, expectations, testing timeframes for Systems Integration Testing, UAT, and go-live dates will be communicated to these stakeholders to make certain their development efforts and systems are prepared to participate in testing and ready for cutover to the new solution.

The interfaces are divided into the following categories:
- AAMVA interfaces like National Motor Vehicle Title Information System (NMVTIS), Commercial Driver's License Information System (CDLIS), Problem Driver Pointer System (PDPS), Social Security Online Verification (SSOLV), and so on
- State Agency interfaces, such as accounting, courts, and law enforcement
- Other third-party systems like Marquis and more

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

Testing

A testing team will Verify and Validate the software developed. The Tech Mahindra solution is based on the following guiding principles:

- Deliver value in terms of cost, improved quality and strategic advantage by early engagement
- An Independent Testing Organization to deliver the testing services
- Team having subject matter expertise
- Core team to drive the test planning, test design and execution
- Emphasize on quality assurance and early engagement

Tech Mahindra will perform the following types of testing during different points of the development lifecycle including the following:

- Unit Testing
- System Integration Testing
- Performance and Stress Testing
- User Acceptance Testing
- Day in the Life Testing
- AAMVA Structured Testing

Data Conversion and Migration

Another complex area of a Motor Vehicle solution is migration of the data from the legacy database—often multiple databases. Several key points that affect implementation and migration are included here.

Data cleansing is a critical step to the database migration tasks and success. Many legacy systems do not have the appropriate field level validations, which results in inaccurate data being stored in the legacy database. The inaccuracies will be identified during the database migration tasks and documented in Data Exception Reports. These data exception reports will then be jointly reviewed with DMV to determine which issues can be cleansed through an automated solution and which issues need to be cleansed manually by DMV.

Frequently, there are challenges in converting to a new solution or database because of limitations in the legacy database or quality of data in the legacy system because of missing checks and balances. In situations like these, solutions need to be identified and users need to be trained on the solution selected to resolve these legacy data issues.

Tech Mahindra's approach to the database migration includes the Data Conversion team working closely with the Functional team to develop a common understanding of the mandatory data requirements, system design and implemented solution for the database migration

Implementation of the Solution in Production

Understanding the complexity of a motor vehicle solution and project is key to developing an Implementation Plan and promoting a successful implementation. This means understanding that implementation planning must be considered during the early stages of the project and continuously

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

through Go Live and that it addresses each facet of the project. Such facets include data conversion, interfaces, third-party stakeholders, hardware, software, training, users, and the logistics of multiple locations.

The Tech Mahindra implementation methodology provides a comprehensive framework for implementation—fully integrating the technical, business process, and change management elements of the implementation process. Encompassing the distinct elements of implementation planning, communications, readiness assessment, and business process redesign, Tech Mahindra's implementation specialists take a holistic approach to implementation that increases the likelihood of success of the new system.

Microsoft TFS will be used through-out the lifecycle of the project.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

1. SECURITY

Tech Mahindra 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 A-2 of the Request for Proposal. Tech Mahindra 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

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

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan.

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

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

1.1 Test Planning and Preparation

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

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Tech Mahindra's Project Manager's Certification, in writing, that Tech Mahindra's own staff has successfully executed all prerequisite Tech Mahindra testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from Tech Mahindra that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Tech Mahindra's development environment. Tech Mahindra must assist the State

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

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

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

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

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

1.3 System Integration Testing

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

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

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Tech Mahindra Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with Tech Mahindra to develop the Systems Integration Test Specifications. • Work jointly with Tech Mahindra to develop and load the data profiles to support the test Specifications. • Work jointly with Tech Mahindra to validate components of the test scripts, modifications, fixes and other System interactions with the Tech Mahindra supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Tech Mahindra Team Responsibilities	For conversions and interfaces, the Tech Mahindra team will execute the applicable validation tests and compare execution results with the documented expected results. Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
State Responsibilities	The State will support Tech Mahindra's data preparation efforts and will take the lead in any work that needs to be accomplished in the Legacy IDMS environment.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

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

1.6 User Acceptance Testing (UAT)

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

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Tech Mahindra has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Tech Mahindra that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

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

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

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

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

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

1.7 "Day in the Life" Testing

After the successful completion of UAT a series of at least two "Day in the Life" tests will be successfully carried out. Each will consist of at least: 1) Selection of a Past Date by agreement of the Vendor and State to serve as the basis for the test; 2) Conversion of a snap shot of data from the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

existing CA-IDMS system from the selected date into the test system; 3) Selection of real transactions accomplished to represent all major functions from the selected date; 4) Entry of the selected transactions into the new system by state staff located in Concord and at least 3 remote sites; 5) Execution of any required Batch Cycles; 6) Gathering and reviewing any operational feedback from test participants; and 7) Evaluation of the transactions compared to results in the CA-IDMS system for the selected day.

1.8 Performance Tuning and Stress Testing

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

1.8.1 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. Tech Mahindra and the State will define "optimum system performance" in the Acceptance Criteria document.

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

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

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results. The clients for Performance testing will be located within the production data center to minimize any impact of the external network lag and congestion. Tech Mahindra will also conduct similar test from the normal network to assist the state with identification of such lag if there might be any. State networking team will be responsible for correcting any such lag in the network.

Tech Mahindra must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

1.8.2 Test types

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

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

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

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

1.8.3 Tuning

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

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

1.8.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be identified by the vendor and procured by the State for this effort.   If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified.

1.8.5 Scheduling Performance and Stress Testing

Tech Mahindra shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

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

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

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

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

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

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

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

1.9 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

a.) The system errors/failures will be documented and discussed during the Weekly Project Status meeting to determine if this will cause the Testing timeline to be extended.

b.) Tech Mahindra shall notify the State no later than five (5) business days from the Tech Mahindra's receipt of written notice of the test failure when Tech Mahindra expects the corrections to be completed and ready for retesting by the State. Tech Mahindra will provide a timeline, approved by the State, for making corrections to the problem, and releasing the application for State testing.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Tech Mahindra based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

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

e.) Tech Mahindra will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Tech Mahindra will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Tech Mahindra will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

1.10 Security Review and Testing

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.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Vendor and State will coordinate penetration testing using the State's 3rd party penetration tester. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. In the event that testing uncovers vulnerabilities, the vendor shall correct the vulnerabilities and submit for retesting.

Prior to the System being moved into production Tech Mahindra shall provide results of all security testing and corrections made as a result to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT F
TESTING SERVICES

1.11 Successful UAT Completion

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

1.12 System Acceptance

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

As an option, the State may use Tech Mahindra's services to maintain and support the System in all material respects. Should this option be chosen, the agreement must be amended as described in the Agreement Part 1, Paragraph 18. Maintenance terms shall be as described in RFP 2013-049.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT H
PRIORITY RESPONSES

1. **Tech Mahindra RFP 2013-049 Requirement Responses**

   1.1 Tech Mahindra Responses are contained in the Tech Mahindra Proposal Response to RFP 2013-049 Part III Pages 1 through 476 Appendix A: Detailed System and Interface Requirements, Appendix E: Detailed Business Subsystem Requirements (Mandatory) and are included by reference in this Exhibit H.

2. **Tech Mahindra RFP 2013-049 Additional Requirement Responses**

   2.1 Scope for Scanning and Imaging

   The solution will provide the capability for users to scan supporting documents provided by customers and upload to the Document Management System. The solution will allow users to associate the scanned document with the metadata associated with the document. These scanned documents will be accessible in the context of the user and the transaction under which the document was submitted to the State.

   Scanning scope will be limited to providing capability in the system to capture documents at the point of origin and to be scanned individually by clicking on a scan button for each document.

   2.2 Scope for Bar Code

   Every document generated from the system will have a bar code (if needed). When the customer walks into a DMV office with a bar coded document, the bar codes can be scanned (using bar code readers procured by the State) and the customer screen opened for the user. The user will then be able to navigate to the relevant transaction or work area.

   For out of State Driver Licenses, the system will be capable of reading the 2D bar code and if the license follows an AAMVA standard, opening the customer screen based on the license number read from the bar code.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT 1
WORK PLAN

Tech Mahindra's Project Manager and the State Project manager shall finalize the Work Plan within twenty Business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Tech Mahindra's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Tech Mahindra and State Project Managers.

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

In conjunction with Tech Mahindra's Project Management methodology, which shall be used to manage the Project's life cycle, the Tech Mahindra 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 required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Tech Mahindra team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Tech Mahindra's Work Plan and shall utilize Microsoft Project 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 a mutually agreed level. The Staffing levels will be documented in the Project Management Plan. The State will provide appropriate staff who will be involved in the Requirements analysis, design reviews and all deliverable reviews.
- 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.
- The State will provide the list of reviewers for each deliverable and will manage the State internal review process to provide consolidated comments to Tech Mahindra at agreed to times per the Work Plan.
- 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.
- Post requirements sign-off, any requirements that are added or modified in the agreed requirement scope will be handled through change control process. This will allow Tech Mahindra and State project management team to manage the project timelines efficiently.
- Tech Mahindra shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Tech Mahindra Team shall perform this Project at State facilities at no cost to Tech Mahindra.
- The Tech Mahindra Team may perform work at a facility other than that furnished by the State, when practical, at their own expense. It is assumed that connectivity/access will be provided to Tech Mahindra's offsite team members.
- The Tech Mahindra Team shall honor all holidays observed by Tech Mahindra or the State, although with permission, may choose to work on holidays and weekends.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

- The State shall provide adequate facilities for the Tech Mahindra Team, including phones, Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Tech Mahindra Team and shall be available when the Project begins.
- Tech Mahindra will comply with State's computer use, security and anti-virus policies

C. Project Management
- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- State will provide licenses for all Project Management tools like SharePoint and TFS. Tech Mahindra Project Manager will be the administrator for these environments. SharePoint will be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The State Project Manager shall approve access for the State team. Final versions of all Documentation shall be loaded to the State System.
- Tech Mahindra assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
- TFS will be used through-out the lifecycle of the project to manage requirements gathering, requirements traceability, source code control, test case management and execution and to manage documents related to the project.

D. Technical Environment and Management
- The State is responsible for providing the software licenses, hardware, network, and communication facilities needed for all environments to support the Project. Tech Mahindra will work collaboratively with the State to identify the Bill of Materials for all environments.
- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system. The hardware and software will be acquired with sufficient lead-time so it does not adversely impact the project schedule.
- The State's hardware operating environment and supporting software shall meet Tech Mahindra certification requirements for the applications being installed.
- The State is responsible for providing the Internet access.
- Tech Mahindra will lead an effort, including the State of New Hampshire Operations Team, to identify and document the hardware requirements for the development of all required environments. The State of New Hampshire shall satisfy those hardware requirements prior to Tech Mahindra and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

- For interfaces, there may be a need for some modification to external systems. This will be identified by Tech Mahindra team in the Interface Specifications and discussed with the State. If approved, Tech Mahindra expects the State to coordinate the changes to the external·systems as per the Work Plan.
- For interfaces, the State will ensure that the external interface agencies' personnel will be available in accordance with the agreed upon final work plan.
- If the State staff is involved in the system configuration tasks, they will work per the Initial Work Plan.

E. Conversions
- The Tech Mahindra Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Tech Mahindra technical team, a subset of the conversions. The Tech Mahindra Team shall lead the State with the mapping of the legacy Data to the Tech Mahindra applications.
- Additionally, the Tech Mahindra Team shall:
  1. Provide the State with Tech Mahindra application data requirements and examples, of data mappings, conversion scripts, and data loaders.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.
  4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule
- Deployment and Go Live dates are as per the Initial Work Plan.

G. Reporting
- Tech Mahindra shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

- The Tech Mahindra Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.
- All users of the proposed solution will have basic computer skills, including but not limited to Microsoft windows, keyboarding, mouse usage, etc. Some users based on their role may need to undergo pre-requisite courses offered by Microsoft or another 3rd party vendor. This will be discussed and finalized in the training plan.

2. ROLES AND RESPONSIBILITIES

A. Tech Mahindra Team Roles and Responsibilities

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

1) **Tech Mahindra Team Project Executive**

The Tech Mahindra Team's Project Executives (Tech Mahindra 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 Tech Mahindra Team Project Manager and the State's Project leadership on the best practices for implementing the Tech Mahindra 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) **Tech Mahindra Team Project Manager**

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

3) **Tech Mahindra Team Analysis**

The Tech Mahindra Team shall conduct analysis of requirements, validate the Tech Mahindra 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;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) **Tech Mahindra Team Tasks**

The Tech Mahindra team shall assume the following tasks:

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

1) **State Project Manager**

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT 1
WORK PLAN

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:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Tech Mahindra Software Solution and the business processes the application supports.

3) **State Technical Lead and Architect**

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

- Attend technical training as necessary to support the Project;
- Assist the State and Tech Mahindra Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the Tech Mahindra Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the Tech Mahindra and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that Tech Mahindra will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

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

The role of the State Application DBA(s) is to work closely with the Tech Mahindra Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the Tech Mahindra to finalize machine, site, and production configuration;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

- Work with the Tech Mahindra to finalize logical and physical database configuration;
- Work with the Tech Mahindra to install the Tech Mahindra tools, and Tech Mahindra Applications for the development and training environment;
- Work with the Tech Mahindra to clone additional application instances as needed by the application teams;
- Work with the Tech Mahindra upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Tech Mahindra and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with the Tech Mahindra to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- · Perform routine Tech Mahindra Application monitoring and tuning;
- Work with the Tech Mahindra to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Tech Mahindra Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) **State Network Administrator (DoIT)**
The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:
- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) **State Testing Administrator**
The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:
- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- · Establish priorities of Deficiencies requiring resolution; and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

The following table lists the software identified by Tech Mahindra. Tech Mahindra team will analyze the requirements for software in detail during the initial stages of the project and make any modifications to this list, if needed.

Category	Software Component name	Purpose
Operating System	Windows server 2012 R2	Operating system for the servers
Application Software	SQL Server 2012	Database Server
	BizTalk Server 2013	Integration Server
	Dynamic CRM Server 2013	Application Server
	InRule Business rules Suite	Rules Management Server
	NewGen Customer Communication Suite	Document creation Tool
	SharePoint Server 2013	Document Management Server
	SFTP Server – Move IT	SFTP server for File transfers
	MOVE IT DMZ	Orchestration system for moving files to DMX
Tools (part of MSDN license)	Team Foundation Server 2013	Application Life cycle Management server
	Microsoft Test Manager	Testing Tool, including, System, Performance testing
	Visual Studio 2013 Premium	Software development Toolset
	Visio Professional 2013	
	Office 2013	
Operations	Microsoft System Center 2013 – Operations Manager	Operations Management

4. CONVERSIONS

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
Legacy data to new system		Tech Mahindra	The scope of Conversion is to migrate existing legacy data from IDMS system into the new data repository for the VISION system. A Data Migration plan will address all the items associated with data migration including but not limited to data field mapping between systems, data cleanup on legacy system and data migration timelines including data testing.

A. Conversion Testing Responsibilities

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

5. INTERFACES

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

- AAMVA – CDLIS
- AAMVA - PDPS
- AAMVA - SSOLV
- AAMVA – SAVE
- Driver Licensing Sub System

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

- MIDS - Marquis ID System
- NCIC
- Online Driver license - outbound
- Online Driver license - Inbound
- MorphoTrust Scheduler - Test Data Exchange
- MorphoTrust ADLT
- Address Verification
- Bulk data File Transfer – IDMS
- Bulk Data online Access
- e-Ticket – Inbound
- e-Ticket - outbound - file of Electronic Ticket Exceptions
- e-Ticket - outbound - Please by Mail - Not guilty
- Crash Records Management system
- Online Ticket Pay – Inbound
- Online Ticket Pay –outbound
- MAAP - Outbound
- MAAP - Inbound
- NH First Lawson Software -Financial Data
- Credit Card Transaction processing System
- J-One Complaints and Dispositions
- MAAP Interfaces

A. Interface Responsibilities

- Tech Mahindra has the primary responsibility for the design and implementation and testing of all interfaces to and from the VISION system.
- For interfaces from VISION to State developed systems (such as MAAP and SPOTS), the State will be responsible for implementing any required changes to the State side of the interface, working in conjunction with Tech Mahindra.
- The Tech Mahindra Team shall provide the State, Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Tech Mahindra Team shall identify the APIs the State should use in the design and development of the interface.
- The Tech Mahindra Team shall lead the State with the mapping of legacy data to the Tech Mahindra Applications.
- The Tech Mahindra Team shall lead the review of functional and technical interface Specifications.
- The Tech Mahindra Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Tech Mahindra Team shall document the functional and technical Specifications for the interfaces.
- The Tech Mahindra Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Tech Mahindra Team shall develop and Unit Test the interface.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049-PART 3
EXHIBIT I
WORK PLAN

- The State and the Tech Mahindra Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Tech Mahindra Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

6. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2015
1	New Hampshire DMV Vision Project	446 days	Mon 1/6/14		
2	Start up	25 days	Mon 1/6/14		
3	Start up Plan	6 days	Mon 1/6/14		
4	Executive Meeting	1 day	Mon 1/6/14	1/6 – 1/6	
5	Establish Project Office Infrastructure	2 days	Tue 1/7/14	1/7 – 1/8	
6	Project Kickoff	2 days	Thu 1/9/14	1/9 – 1/10	
7	Project Administration	20 days	Mon 1/13/14		
8	Deliverables	20 days	Mon 1/13/14		
9	Project Management Plan	20 days	Mon 1/13/14	1/13 – 2/7	
10	PMP Complete	0 days	Fri 2/7/14	2/7	
11	Detailed Project Plan	20 days	Mon 1/13/14	1/13 – 2/7	
12	Detailed Project Plan - complete	0 days	Fri 2/7/14	2/7	
13	Unmodified Software Package Delivery - MOVES	5 days	Mon 2/3/14	2/3 – 2/7	
14	MOVES Delivered	0 days	Fri 2/7/14	2/7	
15	Communications & Change Management Plan	20 days	Mon 1/13/14	1/13 – 2/7	
16	Communications & Change Management Plan - complete	0 days	Fri 2/7/14	2/7	
17	Interface Plan and Design/Capability	20 days	Mon 1/13/14	1/13 – 2/7	
18	Interface Plan - Draft	0 days	Fri 2/7/14	2/7	

Project: NH MVD Software Dev Date: Fri 10/25/13	Task	▭	Inactive Summary	▭	External Tasks	▭
	Split	....	Manual Task	▭	External Milestone	◇
	Milestone	◆	Duration-only	▭	Deadline	✦
	Summary	▭	Manual Summary Rollup	▭	Progress	▭
	Project Summary	▭	Manual Summary	▭	Manual Progress	▭
	Inactive Task	....	Start-only	C		
	Inactive Milestone	◇	Finish-only	⊐		

Page 1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start
19	Software Change Control Process Document	10 days	Mon 1/20/14
20	Change Control Process - Complete	0 days	Fri 1/31/14
21	Data Conversion Plan and Design	20 days	Mon 1/13/14
22	Data Conversion Plan - Draft	0 days	Fri 2/7/14
23	Knowledge Transfer Plan (High Level)	15 days	Mon 1/20/14
24	KT Plan - draft	0 days	Fri 2/7/14
25	Risk and Issue Management Plan	15 days	Mon 1/20/14
26	Risk and Issue Management Plan - complete	0 days	Fri 2/7/14
27	Deployment Plan (High Level)	15 days	Mon 1/20/14
28	Deployment Plan (High Level)	0 days	Fri 2/7/14
29	Project Plan Baselined	5 days	Mon 2/3/14
30	Phase - Customer, Driver Services, Point of Sale	420 days	Mon 2/10/14
31	Kickoff	1 day	Mon 2/10/14
32	High Level Architecture and Infrastructure	38 days	Mon 2/10/14
33	High Level Technical Architecture	38 days	Mon 2/10/14
45	Project Preparation Phase	15 days	Mon 2/10/14

Project: NH MVD Software Dev
Date: Fri 10/25/13

Page 2

2013-049 Exhibit I Work Plan
Initial All Pages:
Contractor's initials: _____   Exhibit I   Page 54 of 83

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start
46	Infrastructure set up (Development / Requirements)	5 days	Mon 2/10/14
47	Install MOVES solution	2 days	Mon 2/10/14
48	Review and Validate previous documentation	15 days	Mon 2/10/14
49	Initial configuration of MOVES solution	15 days	Mon 2/10/14
50	Deliverable - Base MOVES solution	0 days	Fri 2/28/14
51	Business Requirements and Configuration	220 days	Fri 2/28/14
52	Requirements Validation	80 days	Fri 2/28/14
53	Set 1 - Organization set up	10 days	Fri 2/28/14
54	Office Management	10 days	Mon 3/3/14
55	Staff Management	10 days	Mon 3/3/14
56	Deliverables	0 days	Fri 2/28/14
57	Requirements Specification - Org Setup	0 days	Fri 2/28/14
58	Logical Data Model - Org Setup	0 days	Fri 2/28/14
59	Set 2 - User Administration/Workflow	10 days	Mon 3/3/14
60	User Group/Roles Management	10 days	Mon 3/3/14

Project: NH MVD Software Dev
Date: Fri 10/25/13

Task	Inactive Summary	Manual Task
Split	Manual Task	Duration-only
Milestone	Duration-only	Manual Summary Rollup
Summary	Manual Summary Rollup	Manual Summary
Project Summary	Manual Summary	Start-only
Inactive Task	Start-only	Finish-only
Inactive Milestone	Finish-only	

External Tasks
External Milestone
Deadline
Progress
Manual Progress

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
				Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr		
61	Workflow Management	10 days	Mon 3/3/14		
62	Customer Search	10 days	Mon 3/3/14		
63	Transaction Search	10 days	Mon 3/3/14		
64	System Messages	10 days	Mon 3/3/14		
65	Deliverable	0 days	Fri 3/14/14		
66	Requirement Specification - User Admin	0 days	Fri 3/14/14		
67	Logical Data Model - User Admin	0 days	Fri 3/14/14		
68	Set 3 - Transaction Setup and Management	10 days	Mon 3/17/14		
69	Transaction Setup	10 days	Mon 3/17/14		
70	Supporting Document Management	10 days	Mon 3/17/14		
71	Fee Management	10 days	Mon 3/17/14		
72	Correspondence Management	10 days	Mon 3/17/14		
73	Deficiency Management	10 days	Mon 3/17/14		
74	Channel Management	10 days	Mon 3/17/14		
75	Workflow Management	10 days	Mon 3/17/14		
76	Deliverables	0 days	Fri 3/28/14		

	Task		Inactive Summary	External Tasks	
	Split		Manual Task	External Milestone	◇
Project: NH MVD Software Dev	Milestone	◆	Duration-only	Deadline	♦
Date: Fri 10/25/13	Summary		Manual Summary Rollup	Progress	
	Project Summary		Manual Summary	Manual Progress	
	Inactive Task		Start-only	[	
	Inactive Milestone	◆	Finish-only	]	

Page 4

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
77	Requirements Specifications - Transaction Setup and Management	0 days	Fri 3/28/14		
78	Logical Data Model - Transaction Setup	0 days	Fri 3/28/14		
79	Set 4 - Customer	40 days	Mon 3/17/14		
80	Add Customer	40 days	Mon 3/17/14		
81	Update Customer	40 days	Mon 3/17/14		
82	Search Customer	40 days	Mon 3/17/14		
83	Merge Customer Records	40 days	Mon 3/17/14		
84	Unmerge Customer Records	40 days	Mon 3/17/14		
85	Deliverables	0 days	Fri 3/28/14		
86	Requirements Specifications - Customer	0 days	Fri 3/28/14		
87	Logical Data Model - Customer	0 days	Fri 3/28/14		
88	Set 5- Driver License	20 days	Fri 4/11/14		
89	License Management	20 days	Mon 4/14/14		
90	Issue License	20 days	Mon 4/14/14		
91	Renew License	20 days	Mon 4/14/14		
92	Suspend License	20 days	Mon 4/14/14		

	Task		Inactive Summary		External Tasks			
	Split		Manual Task		External Milestone	◇		
Project: NH MVD Software Dev	Milestone	◇	Duration-only		Deadline	↓		
Date: Fri 10/25/13	Summary		Manual Summary Rollup		Progress			
	Project Summary		Manual Summary		Manual Progress			
	Inactive Task		Start-only	⊏				
	Inactive Milestone	○	Finish-only	⊐				

Page 5

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
93	Manage Non-US Citizen License	20 days	Mon 4/14/14		
94	Temporary/Limited DL	20 days	Mon 4/14/14		
95	Disability status	20 days	Mon 4/14/14		
96	Non-driver ID Card/Alternate ID Card	20 days	Mon 4/14/14		
97	CDL	20 days	Mon 4/14/14		
98	Issue Commercial Driver License	20 days	Mon 4/14/14		
99	Renew Commercial Drive rLicense	20 days	Mon 4/14/14		
100	Upgrade/Downgrade Commercial Driver License	20 days	Mon 4/14/14		
101	Manage Medical cards	20 days	Mon 4/14/14		
102	Manage School Bus License	20 days	Mon 4/14/14		
103	At risk Management	20 days	Mon 4/14/14		
104	Handicap Placard (Temp and Permanent)	20 days	Mon 4/14/14		
105	Issue new Placard	10 days	Mon 4/14/14		
106	Renew Placard	10 days	Mon 4/14/14		
107	Replace Placard	10 days	Mon 4/14/14		
108	Placard History	20 days	Mon 4/14/14		

	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	◆
	Milestone	◆	Duration-only		Deadline	✦
Project: NH MVD Software Dev Date: Fri 10/25/13	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only	⊏		
	Inactive Milestone	◇	Finish-only	⊐		

Page 6

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014										2016	
				Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4		Qtr 1	Qtr
109	Endorsements	20 days	Mon 4/14/14												
110	Ignition Interlock	20 days	Mon 4/14/14												
111	Hazardous Material	20 days	Mon 4/14/14												
112	Motor Cycle	20 days	Mon 4/14/14												
113	Add/Remove Endorsements	20 days	Mon 4/14/14												
114	Add/Remove Restrictions	20 days	Mon 4/14/14												
115	Educational programs Administration and Management	20 days	Mon 4/14/14												
116	Manage Restrictions	20 days	Mon 4/14/14												
117	Driver Insurance Management	20 days	Mon 4/14/14												
118	Deliverables	0 days	Fri 4/11/14												
119	Requirements Specifications - License	0 days	Fri 4/11/14												
120	Logical Data Model - License	0 days	Fri 4/11/14												
121	Set 6 - Financial Processing	60 days	Fri 3/28/14												
122	Transaction Management	20 days	Mon 3/31/14												
123	Payment, Funds Management	30 days	Mon 3/31/14												
124	Perform Closeout	20 days	Mon 3/31/14												
125	Refund and deposit Management	20 days	Mon 3/31/14												
126	Check Processing and Protest	20 days	Mon 3/31/14												

Project: NH MVD Software Dev Date: Fri 10/25/13	Task	▬▬▬▬▬	Inactive Summary	▭▭▭	External Tasks	▬▬▬▬
	Split	....	Manual Task	▬▬▬▬	External Milestone	◇
	Milestone	◆	Duration-only	▬▬▬▬	Deadline	✦
	Summary	▭▬▬▭	Manual Summary Rollup	▬▬▬▬	Progress	▬▬▬▬
	Project Summary	▭▬▬▭	Manual Summary	▭▬▬▭	Manual Progress	▬▬▬▬
	Inactive Task		Start-only	⊏		
	Inactive Milestone	◇	Finish-only	⊐		

Page 7

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014										2016	
				Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 1	
				O N D	J F M	A M J	J A S	O N D	J F M	A M J	J A S	O N D	J F M	A N	
127	Short Stp Management	20 days	Mon 3/31/14												
128	Credit Memo and Refund	20 days	Mon 3/31/14												
129	Manage Escrow Accounts	20 days	Mon 3/31/14												
130	Accounting	30 days	Mon 5/12/14												
131	Trial Balance	30 days	Mon 5/12/14												
132	Cash Drawer	20 days	Mon 3/31/14												
133	Batch updates	20 days	Mon 3/31/14												
134	Non Driver license transactions	20 days	Mon 3/31/14												
135	Deliverables	0 days	Fri 3/28/14												
136	Requirements Specifications - Financial	0 days	Fri 3/28/14												
137	Logical Data Model - Financial	0 days	Fri 3/28/14												
138	Set 7 - Financial Responsibility	60 days	Mon 3/31/14												
139	Manage Summons	30 days	Mon 3/31/14												
140	Create/Add summons	30 days	Mon 3/31/14												
141	Update Summons	30 days	Mon 3/31/14												
142	Manage Sanctions	30 days	Mon 3/31/14												
143	MAAP Integration	30 days	Mon 3/31/14												
144	Manage Violations	30 days	Mon 3/31/14												

	Task	▬▬▬▬▬	Inactive Summary	▬▬▬▬▬	Boxed Tasks	▬▬▬▬▬	
	Split	....	Manual Task	▬▬▬▬	Boxed Milestone	◇	
Project: NH MVD Software Dev	Milestone	◆	Duration-only	▬▬▬	Deadline	◆	
Date: Fri 10/25/13	Summary	▬▬▬	Manual Summary RollUp	▬▬▬	Progress	▬▬▬	
	Project Summary	▬▬▬	Manual Summary	▬▬▬	Manual Progress	▬▬▬	
	Inactive Task	▬▬▬	Start-only	⊏			
	Inactive Milestone	◇	Finish-only	⊐			

Page 8

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start
145	Suspension/Revocation/Reinstatements	30 days	Mon 6/12/14
146	Court Ordered Suspensions	30 days	Mon 6/12/14
147	Close outs	30 days	Mon 6/12/14
148	Process Reinstatement	30 days	Mon 6/12/14
149	Surrender/Cancel License	30 days	Mon 6/12/14
150	Expungement	30 days	Mon 6/12/14
151	Rescind	30 days	Mon 6/12/14
152	Insurance	30 days	Mon 6/12/14
153	Receive SR 22	30 days	Mon 6/12/14
154	Receive SR 26	30 days	Mon 6/12/14
155	Application for Self Insurance	30 days	Mon 6/12/14
156	Application to Renew Self Insurance	30 days	Mon 6/12/14
157	Process Self-Insurance	30 days	Mon 6/12/14
158	Re-examination	30 days	Mon 3/31/14
159	Bulk Processing of Requests	30 days	Mon 3/31/14
160	Accident Management	20 days	Mon 3/31/14
161	Accident Capture	20 days	Mon 3/31/14
162	Insurance association	20 days	Mon 3/31/14
163	Driver History	10 days	Mon 6/12/14

Project: NH MVD Software Dev
Date: Fri 10/25/13

Task	▭▭▭▭▭	Inactive Summary	▭▭▭▭	External Tasks	▭▭▭▭
Split	....	Manual Task	▭▭▭▭	External Milestone	◆
Milestone	◆	Duration-only	▭▭▭▭	Deadline	◆
Summary	▭▭▭▭	Manual Summary Rollup	▭▭▭▭	Progress	▭▭▭▭
Project Summary	▭▭▭▭	Manual Summary	▭▭▭▭	Manual Progress	▭▭▭▭
Inactive Task	. . . .	Start-only	⊏		
Inactive Milestone	◇	Finish-only	⊐		

Page 9

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
164	Notifications	20 days	Mon 3/31/14		
165	Print and Reports	20 days	Mon 3/31/14		
166	Deliverables	0 days	Fri 4/25/14		
167	Requirements Specifications - Financial Resp.	0 days	Fri 4/25/14		
168	Logical Data Model - Financial Resp.	0 days	Fri 4/25/14		
169	Set 8 - Hearing Violations	20 days	Mon 4/14/14		
170	Access Violation Information	20 days	Mon 4/14/14		
171	Access Driver History	20 days	Mon 4/14/14		
172	Access License Information	20 days	Mon 4/14/14		
173	Manage Hearing	20 days	Mon 4/14/14		
174	Create Hearing Requests	20 days	Mon 4/14/14		
175	Update Hearing requests	20 days	Mon 4/14/14		
176	Schedule Hearing requests	20 days	Mon 4/14/14		
177	Hearing Disposition	20 days	Mon 4/14/14		
178	Manage Suspension	20 days	Mon 4/14/14		
179	Manage Appeal	20 days	Mon 4/14/14		
180	Hearing History	20 days	Mon 4/14/14		
181	Hearing Notifications	20 days	Mon 4/14/14		
182	Hearing Reports	20 days	Mon 4/14/14		

	Task	▬▬▬▬	Inactive Summary	▭▭▭▭	External Tasks	▬▬▬▬
	Split	··············	Manual Task	▭▭▭▭	External Milestone	◆
Project: NH MVD Software Dev	Milestone	◆	Duration-only	▭▭▭▭	Deadline	✦
Date: Fri 10/25/13	Summary	▭▬▬▭	Manual Summary Rollup	▬▬▬▬	Progress	▬▬▬▬
	Project Summary	▭▬▬▭	Manual Summary	▭▬▬▭	Manual Progress	▬▬▬▬
	Inactive Task	——··——	Start-only	⌐		
	Inactive Milestone	◇	Finish-only	⌐		

Page 10

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start
183	Deliverables	0 days	Fri 5/9/14
184	Requirements Specifications - Hearings	0 days	Fri 5/9/14
185	Logical Data Model - Hearings	0 days	Fri 5/9/14
186	Set 9 - Inspection Station	20 days	Mon 3/31/14
187	Manage Inspection Station	20 days	Mon 3/31/14
188	Add Mechanic	20 days	Mon 3/31/14
189	Station Approval Process	20 days	Mon 3/31/14
190	Inspection Station renewal	20 days	Mon 3/31/14
191	Manage Inspection Stickers	20 days	Mon 3/31/14
192	Suspension/ Revocation/ Probation	20 days	Mon 3/31/14
193	Notifications	20 days	Mon 3/31/14
194	Reports	20 days	Mon 3/31/14
195	Deliverables	0 days	Fri 4/25/14
196	Requirements Specifications - Inspections	0 days	Fri 4/25/14
197	Logical Data Model - Inspections	0 days	Fri 4/25/14
198	Set 10 - Dealers	40 days	Mon 3/31/14
199	Manage Dealer	30 days	Mon 3/31/14

Project: NH MVD Software Dev
Date: Fri 10/25/13

Task		Inactive Summary	External Tasks
Split		Manual Task	External Milestone
Milestone		Duration-only	Deadline
Summary		Manual Summary Rollup	Progress
Project Summary		Manual Summary	Manual Progress
Inactive Task		Start-only	
Inactive Milestone		Finish-only	

Page 11

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start
200	Add dealer	30 days	Mon 3/31/14
201	Update Dealer	30 days	Mon 3/31/14
202	Close Dealer	30 days	Mon 3/31/14
203	Manage Owner / Authorized Individuals	30 days	Mon 3/31/14
204	Approval Process	30 days	Mon 3/31/14
205	Manage Bonds	30 days	Mon 3/31/14
206	Manage Plates	30 days	Mon 3/31/14
207	Dealer Renewal	30 days	Mon 3/31/14
208	Suspension/ Revocation	30 days	Mon 3/31/14
209	Reinstatement	30 days	Mon 3/31/14
210	Electronic Notifications	30 days	Mon 3/31/14
211	Reporting	30 days	Mon 4/14/14
212	Deliverables	0 days	Fri 5/23/14
213	Requirements Specifications - Dealers	0 days	Fri 5/23/14
214	Logical Data Model - Dealers	0 days	Fri 5/23/14
215	Set 11 - Inventory Management	20 days	Mon 3/31/14
216	Manage Items	20 days	Mon 3/31/14
217	Define Items	20 days	Mon 3/31/14

Project: NH MVD Software Dev	Task	Inactive Summary	External Tasks
Date: Fri 10/25/13	Split	Manual Task	External Milestone
	Milestone	Duration-only	Deadline
	Summary	Manual Summary Rollup	Progress
	Project Summary	Manual Summary	Manual Progress
	Inactive Task	Start-only	
	Inactive Milestone	Finish-only	

Page 12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014					2016
218	Configure item number	20 days	Mon 3/31/14						
219	Order Management	20 days	Mon 3/31/14						
220	Create Order	20 days	Mon 3/31/14						
221	Track Order	20 days	Mon 3/31/14						
222	Process Order	20 days	Mon 3/31/14						
223	Manage Inventory	20 days	Mon 3/31/14						
224	Locate items	20 days	Mon 3/31/14						
225	Transfer items	20 days	Mon 3/31/14						
226	Maintain Inventory	20 days	Mon 3/31/14						
227	Requirements Specifications - Inventory	0 days	Fri 4/25/14						
228	Logical Data Model - Inventory	0 days	Fri 4/25/14						
229	Configuration and Development	120 days	Mon 6/23/14						
230	Set 1 - Office Management	20 days	Mon 6/23/14	6/23 - 7/18					
231	Set 2 - User Administration/Workflow	20 days	Mon 7/21/14	7/21 - 8/15					
232	Set 3 - Transaction Setup and Management	20 days	Mon 6/23/14	6/23 - 7/18					
233	Set 4 - Customer	40 days	Mon 7/21/14	7/21 - 9/12					
234	Set 5 - Driver License	100 days	Mon 7/21/14	7/21 - 12/5					
235	Set 6 - Financial Processing	120 days	Mon 6/23/14	6/23 - 12/5					
236	Set 7 - Financial Responsibility	120 days	Mon 6/23/14	6/23 - 12/5					

	Task	▰▰▰▰▰▰	Inactive Summary	▬▬▬	External Task	▰▰▰▰▰▰			
	Split	··············	Manual Task	▬▬▬	External Milestone	◇			
Project: NH MVD Software Dev	Milestone	◆	Duration-only	▬▬▬	Deadline	↓			
Date: Fri 10/25/13	Summary	▬▬▬	Manual Summary Rollup	▬▬▬	Progress	▬▬▬			
	Project Summary	▬▬▬	Manual Summary	▬▬▬	Manual Progress	▬▬▬			
	Inactive Task	▬▬▬	Start-only	C					
	Inactive Milestone	◇	Finish-only	]					

Page 13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT 1
WORK PLAN

ID	Task Name	Duration	Start	2014							2016	
				Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr
237	Set 8 - Hearing Violations	60 days	Mon 6/23/14			6/23	9/12					
238	Set 9 - Inspection Station	40 days	Mon 6/23/14			6/23 8/15						
239	Set 10 - Dealers	40 days	Mon 6/23/14			6/23 8/15						
240	Set 11 - Inventory	80 days	Mon 6/23/14			6/23 10/10						
241	Deliverable - Configured DMV System - Drivers	0 days	Fri 12/5/14					12/5				
242	Unit and Alpha Testing	20 days	Mon 12/8/14									
243	Set 1 - Office Management	20 days	Mon 12/8/14					12/8 1/2				
244	Set 2 - User Administration/Workflow	20 days	Mon 12/8/14					12/8 1/2				
245	Set 3 - Transaction Setup and Management	20 days	Mon 12/8/14					12/8 1/2				
246	Set 4 - Customer	20 days	Mon 12/8/14					12/8 1/2				
247	Set 5 - Driver License	20 days	Mon 12/8/14					12/8 1/2				
248	Set 6 - Financial Processing	20 days	Mon 12/8/14					12/8 1/2				
249	Set 7 - Financial Responsibility	20 days	Mon 12/8/14					12/8 1/2				
250	Set 8 - Hearing Violations	20 days	Mon 12/8/14					12/8 1/2				
251	Set 9 - Inspection Stations	20 days	Mon 12/8/14					12/8 1/2				
252	Set 10 - Dealers	20 days	Mon 12/8/14					12/8 1/2				
253	Set 11 - Inventory	20 days	Mon 12/8/14					12/8 1/2				
254	Deliverable - Unit/Alpha Tested DMV System - Drivers	0 days	Fri 1/2/15					1/2				

Project: NH MVD Software Dev	Task	Inactive Summary	External Tasks
Date: Fri 10/25/13	Split	Manual Task	External Milestone ◇
	Milestone ●	Duration-only	Deadline ⬇
	Summary	Manual Summary Rollup	Progress
	Project Summary	Manual Summary	Manual Progress
	Inactive Task	Start-only [	
	Inactive Milestone ◇	Finish-only]	

Page 14

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start
255	Interfaces – Customer, Driver Services	210 days	Mon 2/10/14
256	Requirements Specifications	90 days	Mon 2/10/14
257	Marquis ID System	30 days	Mon 2/10/14
258	NCIC	30 days	Mon 2/10/14
259	Online Driver License	30 days	Mon 2/10/14
260	MorphoTrust	30 days	Mon 2/10/14
261	CASS	30 days	Mon 2/10/14
262	IDMS	30 days	Mon 2/10/14
263	DOT	30 days	Mon 2/10/14
264	e-Ticket	30 days	Mon 2/10/14
265	Crash	30 days	Mon 2/10/14
266	Online Ticket Pay	30 days	Mon 2/10/14
267	AAMVA	60 days	Mon 3/24/14
272	Requirements Specifications - Interfaces	0 days	Fri 6/13/14
273	Design and Development - Interfaces	120 days	Mon 6/16/14
274	Marquis ID System	60 days	Mon 6/16/14
275	NCIC	60 days	Mon 6/16/14
276	Online Driver License	60 days	Mon 6/16/14

Task		Inactive Summary		External Tasks			
Split		Manual Task		External Milestone	o		
Milestone	◆	Duration-only		Deadline	◆		
Summary		Manual Summary Rollup		Progress			
Project Summary		Manual Summary		Manual Progress			
Inactive Task		Start-only	C				
Inactive Milestone	o	Finish-only	⊐				

Project: NH MVD Software Dev
Date: Fri 10/25/13

Page 15

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
277	MorphoTrust	60 days	Mon 6/16/14		
278	CASS	60 days	Mon 6/16/14		
279	tDMS	60 days	Mon 6/16/14		
280	DOT	60 days	Mon 6/16/14		
281	e-Ticket	60 days	Mon 6/16/14		
282	Crash	60 days	Mon 6/16/14		
283	Online Ticket Pay	60 days	Mon 6/16/14		
284	AAMVA Interfaces	60 days	Mon 9/8/14		
289	Interface Development Complete - Driver	0 days	Fri 11/28/14		
290	Data Conversion	380 days	Mon 2/10/14		
291	Data Conversion Planning	40 days	Mon 2/10/14		
292	Data Conversion Planning Meeting	20 days	Mon 2/10/14		
293	Assess Legacy Systems	40 days	Mon 2/10/14		
294	Deliverables	0 days	Fri 4/4/14		
295	Conversion Plan	0 days	Fri 4/4/14		
296	Conversion Schedule	0 days	Fri 4/4/14		
297	Data Conversion Definition and Analysis	20 days	Mon 4/7/14		
298	Identify Data Sources	20 days	Mon 4/7/14		

	Task		Inactive Summary	Inactive Tasks
	Split		Manual Task	General Milestone
Project: NH MVD Software Dev	Milestone	♦	Duration-only	Deadline
Date: Fri 10/25/13	Summary		Manual Summary Rollup	Progress
	Project Summary		Manual Summary	Manual Progress
	Inactive Task		Start-only	[
	Inactive Milestone	◊	Finish-only	]

Page 16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
299	Identify Data to be converted	20 days	Mon 4/7/14		
300	Data Analysis	20 days	Mon 4/7/14		
301	Data Dictionary maintenance	20 days	Mon 4/7/14		
302	Synchronization Requirements	20 days	Mon 4/7/14		
303	Data Conversion Design	60 days	Mon 5/5/14		
304	Data Mapping	60 days	Mon 5/5/14	7/25	
305	Data Conversion Development	140 days	Mon 5/5/14		
306	Build Conversion Rules	40 days	Mon 5/5/14	6/27	
307	Build Data loading Scripts	40 days	Mon 5/5/14	6/27	
308	Data Extraction and Reconciliation/Cleansing	45 days	Mon 6/30/14		
309	Extract and Reconcile Data	45 days	Mon 6/30/14	8/29	
310	Data Migration scripts	100 days	Mon 6/30/14		
311	Mock Conversions	100 days	Mon 6/30/14	1/14	
312	Data Testing	100 days	Mon 11/17/14		
313	Data Testing Iteration 1	60 days	Mon 11/17/14	11/17 2/6	
314	Data Conversion Iteration 2	60 days	Mon 2/9/15	2/9 5/1	
315	Data Conversion Iteration 3	60 days	Mon 5/4/15	5/4 7/24	
316	Data Conversion Completed	0 days	Fri 7/24/15	7/24	

Project: NH MVD Software Dev Date: Fri 10/25/13	Task		Inactive Summary	External Tasks
	Split		Manual Task	External Milestone
	Milestone		Duration-only	Deadline
	Summary		Manual Summary Rollup	Progress
	Project Summary		Manual Summary	Manual Progress
	Inactive Task		Start-only	
	Inactive Milestone		Finish-only	

Page 17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014					2016	
				Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1 Qtr 2 Qtr 3 Qtr 4	Qtr 1 Qtr
317	Testing	100 days	Mon 12/8/14							
318	System Integration testing	80 days	Mon 12/8/14						12/8 — 3/27	
319	System Integration testing completed	0 days	Fri 3/27/15						3/27	
320	AAMVA Structured Testing	40 days	Mon 3/30/15						3/30 — 5/22	
321	AAMVA Structured Testing complete	0 days	Fri 5/22/15						5/22	
322	Conversion/ Migration Validation testing	60 days	Mon 3/2/15						5/22	
323	Conversion Testing Complete	0 days	Fri 5/22/15						5/22	
324	Installation testing	20 days	Mon 4/27/16						5/22	
325	Installation testing complete	0 days	Fri 5/22/15						5/22	
326	User Acceptance Testing (UAT)	40 days	Mon 5/25/15						5/25 — 7/17	
327	UAT Testing complete	0 days	Fri 7/17/15						7/17	
328	" Day in the Life " Testing	20 days	Mon 7/20/15						7/20 — 8/14	
329	DIL Testing complete	0 days	Fri 8/14/15						8/14	
330	Performance Tuning and Stress Testing	40 days	Mon 5/25/15						5/25 — 7/17	
331	Performance Testing complete	0 days	Fri 7/17/15						7/17	
332	Regression testing	20 days	Mon 7/20/15						7/20 — 8/14	
333	regression testing complete	0 days	Fri 8/14/15						8/14	
334	Security Review and testing	40 days	Mon 5/25/15						5/25 — 7/17	
335	security Review and testing complete	0 days	Fri 7/17/15						7/17	
336	Testing Completed	0 days	Fri 8/14/15						8/14	

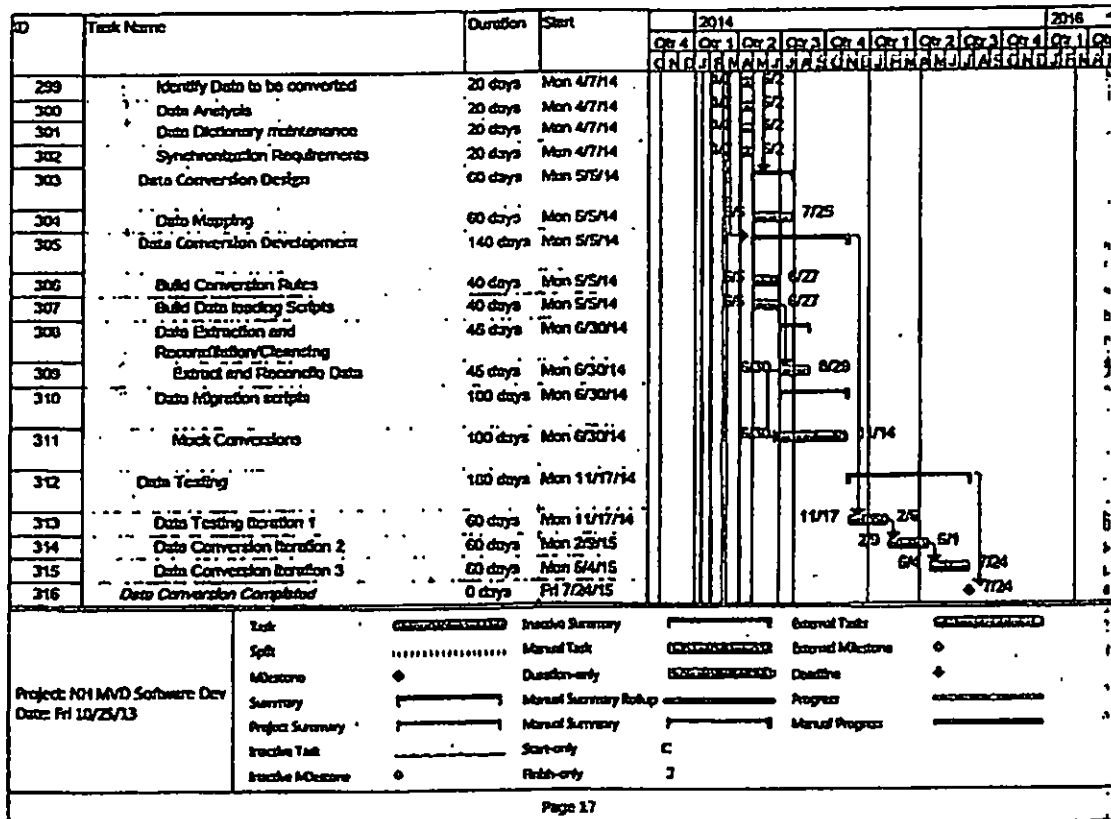|							
Project: NH MVD Software Dev Date: Fri 10/25/13	Task	▭	Inactive Summary	▭	External Tasks	▭	
	Split	....	Manual Task	▭	External Milestone	◆	
	Milestone	◆	Duration-only	▭	Deadline	◆	
	Summary	▭	Manual Summary Rollup	▭	Progress	▭	
	Project Summary	▭	Manual Summary	▭	Manual Progress	▭	
	Inactive Task	....	Start-only	⊏			
	Inactive Milestone	◆	Finish-only	⊐			

Page 18

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
337	Infrastructure	419 days	Mon 2/10/14		
338	Procurement Plan	22 days	Mon 2/10/14	2/10 3/11	
339	Development Environment	22 days	Mon 4/7/14	3/7 5/5	
340	Test Environment	22 days	Mon 5/5/14	5/5 6/3	
341	Develop Maintenance and Support Plan	40 days	Mon 6/30/14	6/30 8/22	
342	Deliverables	0 days	Fri 8/22/14	8/22	
343	Maintenance and End User Support Plan	0 days	Fri 8/22/14	8/22	
344	Production Environment	120 days	Mon 7/28/14	7/28 1/9	
345	Production Environment - Implemented	0 days	Fri 1/9/15	1/9	
346	Provide Infrastructure Support	399 days	Mon 3/10/14	3/10 9/17	
347	Implementation	365 days	Mon 4/28/14		
348	Training and Documentation	250 days	Mon 4/28/14		
349	Documentation	180 days	Mon 4/28/14		
350	Create User Manual	180 days	Mon 4/28/14	1/28 1/2	
351	Create Online Help	180 days	Mon 4/28/14	1/28 1/2	

	Task	▭	Inactive Summary	▭	External Tasks	▭
	Split	⋯⋯	Manual Task	▭	External Milestone	◆
	Milestone	◆	Duration-only	▬	Deadline	◆
Project: NH MVD Software Dev	Summary	▭	Manual Summary Rollup	▬	Progress	▬
Date: Fri 10/25/13	Project Summary	▭	Manual Summary	▭	Manual Progress	▬
	Inactive Task	▭	Start-only	⊏		
	Inactive Milestone	◆	Finish-only	⊐		

Page 19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

ID	Task Name	Duration	Start	2014	2016
352	Create Systems and Operation Manual	180 days	Mon 4/28/14		
353	Create Business Continuity Plan	50 days	Mon 7/21/14		
354	Create Fall Back Plan	30 days	Mon 7/21/14		
355	Deliverables	90 days	Fri 8/29/14		
356	User Manual	0 days	Fri 1/2/15		
357	Online Help	0 days	Fri 1/2/15		
358	System and Operation Manual	0 days	Fri 1/2/15		
359	Business Continuity Plan	0 days	Fri 9/26/14		
360	Fall Back Plan	0 days	Fri 8/29/14		
361	Training	165 days	Mon 10/20/14		
362	Create Training Plan	5 days	Mon 10/20/14		
363	Training Material	120 days	Mon 10/27/14		
364	Conduct Training for UAT Group	20 days	Mon 4/13/15		
365	Conduct Train the Trainer Training	20 days	Mon 5/11/15		
366	Deliverables	160 days	Fri 10/24/14		
367	Training Plan	0 days	Fri 10/24/14		
368	Training Material	0 days	Fri 4/10/15		
369	Training Completed - UAT group and Train the Trainer	0 days	Fri 6/5/15		

Project: NH MVD Software Dev Date: Fri 10/25/13	Task		Inactive Summary		External Tasks
	Split		Manual Task		External Milestone
	Milestone	♦	Duration-only		Deadline
	Summary		Manual Summary Rollup		Progress
	Project Summary		Manual Summary		Manual Progress
	Inactive Task		Start-only	⊏	
	Inactive Milestone	♦	Finish-only	⊐	

Page 20

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT I
WORK PLAN

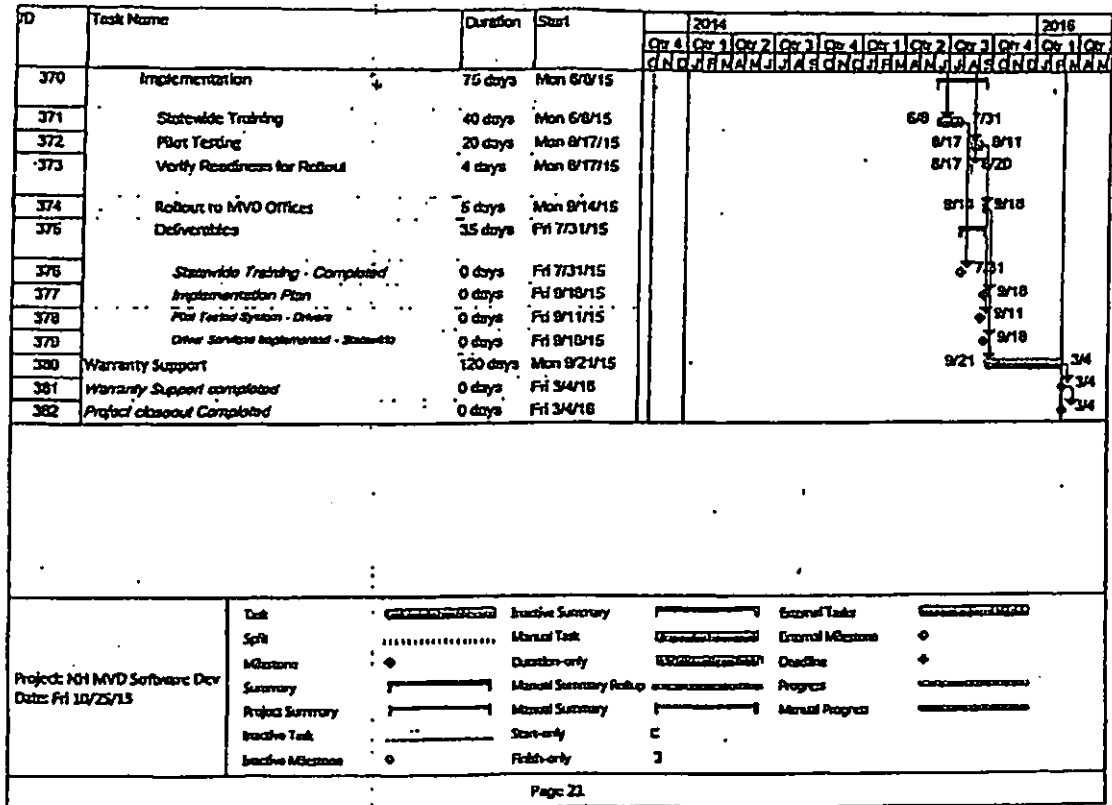| ID	Task Name	Duration	Start	2014	2016
370	Implementation	75 days	Mon 6/8/15		
371	Statewide Training	40 days	Mon 6/8/15	6/8 — 7/31	
372	Pilot Testing	20 days	Mon 8/17/15	8/17 — 9/11	
373	Verify Readiness for Rollout	4 days	Mon 8/17/15	8/17 — 9/20	
374	Rollout to MVD Offices	5 days	Mon 9/14/15	9/14 — 9/18	
375	Deliverables	35 days	Fri 7/31/15		
376	Statewide Training - Completed	0 days	Fri 7/31/15	7/31	
377	Implementation Plan	0 days	Fri 9/18/15	9/18	
378	Pilot Tested System - Drivers	0 days	Fri 9/11/15	9/11	
379	Other Services Implemented - Statewide	0 days	Fri 9/18/15	9/18	
380	Warranty Support	120 days	Mon 9/21/15	9/21 — 3/4	
381	Warranty Support completed	0 days	Fri 3/4/16	3/4	
382	Project closeout Completed	0 days	Fri 3/4/16	3/4	

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	◊
Milestone	◆	Duration-only		Deadline	✦
Project: NH MVD Software Dev	Summary		Manual Summary Rollup		Progress	
Date: Fri 10/25/13	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only	C		
	Inactive Milestone	○	Finish-only	]		

Page 21

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT J
SOFTWARE LICENSE

1. LICENSES

There are no licenses between Tech Mahindra and the State. All licenses will be for software purchased by the State from a third party in accordance with the High Level Technical Architecture Document.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES ·
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

I. WARRANTIES

1.1 System

The Vendor shall warrant that the System, including but not limited to the Software and the individual modules or functions, must operate in conformance with the specifications, terms, and requirements of the Contract, including but not limited to all elements, i.e., the application software, and any interfaces.

1.2 Software

The Vendor shall warrant that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the specifications.

1.3 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.

1.4 Compatibility

The Vendor shall warrant that all components, including but not limited to the individual modules or functions, including any replacement or upgraded Software components provided by the Vendor to correct deficiencies or as an enhancement, shall operate with the rest of the Software without loss of any functionality.

1.5 Services

The Vendor shall warrant that all Services to be provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standard.

1.6 Warranty Services

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

Warranty Services shall include, without limitation, the following:

    a. Maintain the Software in accordance with the Specifications, terms, and requirements of the Contract;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

b. Repair or replace the Software or any portion thereof so that the software and/or system operates in accordance with the Specifications, terms, and requirements of the Contract;

c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking, ten (10) hours per day and five (5) days a week. This service must have an e-mail or telephone response within 15 minutes during the hours of 7:00 am to 5:00 pm Monday – Friday and within two (2) hours of request the remainder of the hours, with assistance response dependent upon issue severity.

d. On-site additional Services within four (4) business hours of a request;

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

f. For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the deficiency; 2) current status of the deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information; 6) tracking number; 7) called in by; 8) technician assigned; and 9) future prevention.

g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or deficiencies by collecting the following information: 1) nature of the deficiency; 2) current status of the deficiency 3) mean time between reported deficiencies with the Software; 4) action plans, dates, and times; 5) expected and actual completion time; 6) deficiency resolution information; 7) tracking number; 8) called in by; 9) technician assigned; 10) future prevention; 11) diagnosis of the root cause of the problem; and 12) identification of repeat calls or repeat software problems.

h. All deficiencies found during the Warranty Period and all deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than thirty business days, unless specifically extended in writing by the State and at no additional cost to the State.

i. All records and logs required must be made available to the State of NH upon request.

In the event the Vendor fails to correct the deficiency within the allotted period of time the State shall have the right, at its option: 1) declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) and to pursue its remedies available at law or in equity.

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

1.7   Warranty Period

The Warranty Period will commence upon the Go Live date and will continue for a period of 180 days.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

For subsequent modules, the Warranty Period will extend for 180 days after each of the remaining modules are integrated successfully into the existing production environment. (Go Live).

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate as specified in the Requirement Specification documents, the Warranty End Date will be extended; the Vendor will correct the deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further deficiencies with the Software must be corrected and run fault free for thirty (30) calendar days before the Warranty Period is completed. Fault free means no Class A Deficiency.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT L
TRAINING SERVICES

Tech Mahindra shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site in New Hampshire. Following the provision of classes, all course materials shall be provided to the State.

1. Delivery Method -Instructor-Led Class Training

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

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

2. Project Team Developed Training

a. Tech Mahindra and the State agree to an end user training approach to meet training objectives, including:

1. developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs)

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	Tech Mahindra Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Tech Mahindra providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT L
TRAINING SERVICES

User Training Approach	Role and Responsibility	
	Tech Mahindra Team	State of NH
	Tech Mahindra and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. Tech Mahindra will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness		

c. Key User Training Approach Activities

1) Identify State End Users

The Tech Mahindra Team shall lead the State in identifying and categorizing its end users:

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

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

2) Develop Training Plan

The Tech Mahindra Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge

2013-049 Exhibit L-Training
Initial All Pages:
Contractor's Initials.

Exhibit L   Page 79 of 83.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT L
TRAINING SERVICES

comprehension across the State by employing a train-the-trainer approach, 2 train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

3) Develop Training Curriculum

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

4) Produce Training Materials and End-User Documentation

The Tech Mahindra team shall lead the efforts to produce the training materials and end-user Documentation.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT M
NH DEPARTMENT OF SAFETY RFP 2013-049 (WITH ADDENDA) INCORPORATED

NH Department of Safety RFP 2013-049, with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE

Tech Mahindra proposal response to Department of Safety RFP 2013-049 is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
DMV VISION PROJECT
CONTRACT 2013-049- PART 3
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