

**State of Connecticut
Department of Motor Vehicles
Contract Agreement**

By and Between

**The State of Connecticut, acting by and through its
Department of Motor Vehicles**

And

Opus Inspection, Inc.

Contract No. _____

**State of Connecticut, Department of Motor Vehicles
Connecticut Vehicle Inspection Program (“CTVIP”)
Reference No. DMV-EM-2020**

**Agreement
By and Between
The State of Connecticut, acting by and through its
Department of Motor Vehicles
And
Opus Inspection, Inc.
For
The Connecticut Enhanced Vehicle Inspection Program**

This Connecticut Enhanced Vehicle Inspection Program Services Agreement (together with any and all addenda, exhibits, schedules, attachments and documents incorporated herein by reference, this “**Contract**”) is made by and between the State of Connecticut, acting by and through its Department of Motor Vehicles under the authority of §14-3 of the Connecticut General Statutes and the Regulations of State Agencies promulgated under Title 14, Section 14-164c(e), with offices located at 60 State Street, Wethersfield, Connecticut 06161 (the “**State**”, but sometimes referred to as “**DMV**”) and Opus Inspection, Inc., a corporation organized and existing under the laws of the State of Delaware and registered to do business in the State of Connecticut, with a principal place of business at 7 Kripes Road, East Granby, Connecticut 06026 (hereinafter, “**Contractor**”). Each of the State and Contractor is sometimes referred to individually as a “**Party**” and together as the “**Parties**”. This Contract shall not be effective, unless and until approved, as to form, by the Office of the Attorney General.

WHEREAS, the State issued a Request for Proposals # DMV-EM-2020 for the Connecticut Enhanced Vehicle Inspection Program on January 16, 2020 (the “**RFP**” or “**Request for Proposals**”) for the provision of specialized services related to the State’s emissions and safety testing program; and,

WHEREAS, Contractor submitted a written response to the RFP and Contractor’s “Exhibit 3: Cost Spreadsheets for Respondent” that was submitted as a “Confidential Cost Proposal” in Section 4.3 of the written response to the RFP, on March 11, 2020; and,

WHEREAS, the Parties desire to establish an Agreement for Contractor to provide the product, works, and services, as contemplated by this Contract, to the State (hereinafter, collectively, the “**Services**”);

NOW THEREFORE, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Overview of Agreement

This Contract sets forth the general terms and conditions under which the State shall purchase certain Documentation, Goods, Licensed Software, Materials, Services, and Systems.

Any Exhibits listed below or hereafter mutually executed by the Parties (the “**Exhibits**”) are attached to and made a part of this Contract:

- Exhibit A – Acronyms and Glossary of Defined Terms**
- Exhibit B – State of Connecticut Standard Terms and Conditions**
- Exhibit C – Pricing Schedule**
- Exhibit D – Insurance**
- Exhibit E – Performance Bond**
- Exhibit F – Milestones & Service Level Agreements (SLAs)**
- Exhibit G – Contractor’s Proposed Participation Agreement Between Contractor and Test Centers**
- Exhibit H – Contractor’s Proposed Participation Agreement and Compliance Action Plan Between Contractor and Fleet Testing Stations**
- Exhibit I - Contractor’s Specific Representations, Warranties and Promises**

The schedules in **Exhibit I** that correspond to the same numbered sections in this Contract and any additional schedules hereafter mutually executed by the Parties (the “**Schedules**”) are attached to and made a part of this Contract:

Section 2. Definitions

The acronyms and definitions set forth in **Exhibit A** apply in this Contract, except to the extent that a term is differently defined in a Section of this Contract, in which case the definition contained in such Section controls for that Section.

Section 3. Term of Agreement

The effective date of this Contract (the “**Effective Date**”) is January 22, 2021. The Contract term is six (6) years beginning on November 27, 2021 (the “**Start Date**”), with extensions at the sole discretion of the State. The State, in its sole discretion, may extend the initial Contract term for up to two (2) additional periods after the end of the initial six (6)-year term, for a total period not to exceed an additional six (6) years (the initial Contract term, collectively with any such extensions, the “**Term**”). Contractor acknowledges that the expiration date of the current emissions testing contract is November 26, 2021, and that the Start Date of this Contract must therefore be no later than November 27, 2021. TIME IS OF THE ESSENCE IN THE START DATE OF THIS CONTRACT.

Section 4. Contractor to Design, Develop and Provide Connecticut Vehicle Inspection Program (CTVIP)

4.1 Purpose of Agreement. DMV hereby engages Contractor to develop and provide a decentralized statewide enhanced motor vehicle emissions inspection program designed and implemented to comply with all Enactments and the terms of this Contract, including but not limited to the State Implementation Plan (SIP), as each such Enactment, this Contract and the SIP may be amended and in effect from time to time throughout the Term (the “**Program**”). Contractor shall design and operate the Program to ensure that DMV achieves the goals identified in **Exhibit I, Schedule 4.1**. Contractor shall fully implement the fully-developed and Accepted CTVIP with testing of vehicles available at

all test sites no later than November 27, 2021. Contractor shall complete all implementation tasks necessary for Program operations by November 27, 2021.

4.1.1 Representations and Warranties Incorporated by Reference.

Contractor represents and warrants to DMV that all representations, warranties, promises and certifications made by Contractor in Contractor's proposal dated March 11, 2020 in response to the Connecticut Enhanced Vehicle Inspection Program, RFP # DMV-EM-2020, including Contractor's "Exhibit 3: Cost Spreadsheets for Respondent" that was submitted as a "Confidential Cost Proposal" in Section 4.3 of the written response to the RFP (together with, and including all supporting documents, plans and other materials, the "**Proposal**"), were true, accurate and complete as and when submitted, and remain true, accurate and complete as of the Effective Date, except as expressly set forth below in this Section 4.1.1:

4.1.1.1 Projects: Contractor successfully implemented its latest project in Cache County, Utah for the Bear River Health Department on October 1, 2020, which was not listed on the Contractor project list. Contractor is in the process of divesting its interests in two projects in Pakistan.

4.1.1.2 Personnel: Due to the COVID-19 pandemic and the time elapsed since the Proposal was submitted, certain employees of Contractor are no longer available to serve in the Program as described in the Proposal. Contractor represents and warrants to DMV that, (i) Contractor shall provide replacement personnel who are employees of Contractor for any identified individuals named in the Proposal whom Contractor is replacing in the Program and shall notify DMV of each such proposed replacement; and (ii) for all Key Personnel, Contractor shall identify replacement personnel to DMV for review and Acceptance in accordance with this Contract.

4.1.2 Program Plan Development. Contractor shall develop a program plan for the Program (the "**Program Plan**") and submit it as a Deliverable to DMV for review, comment and Acceptance in accordance with this Contract. The Program Plan shall describe in detail each of the aspects of the Program listed in this Section 4. Contractor shall complete all implementation tasks and deliver each Deliverable no later than the date applicable to each such Deliverable in the Program Plan reviewed, approved and Accepted by DMV.

4.1.2.1 The Program Plan shall describe all activities needed for the successful implementation of the CTVIP, including all Deliverables, tasks and Milestones and their respective completion dates and all other requirements in this Contract, including but not limited to the Contractor personnel dedicated to the CTVIP throughout the Term and their resource cost.

4.1.2.2 The Program Plan shall describe preliminary planning and engineering, development, deployment, and daily operations and related services of the new CTVIP. The Program Plan shall include: station recruiting; makeup of the retail Network of Test Centers; fleet testing for federal, State, municipal and commercial fleet operators; VIN verification program; heavy-duty diesel program; equipment; hardware; database hosting; real-time communications for network CDAS units and EDBMS; Connecticut Integrated Vehicle Licensing System (CIVLS), business and government reporting; CDAS system maintenance and updates; training; dedicated operational staffing for the CTVIP; daily operational oversight; quality assurance; quality control; auditing; customer outreach; notification; fee collection; dispute resolution; security of State-owned data; systems security; customer service call center; technical center; compliance with all required State and federal legislation, regulations, policies or guidance; and all necessary nondisclosures.

4.1.2.3 Contractor shall procure all new equipment for all assets used in the CTVIP. The Program Plan shall describe Contractor's capital asset acquisition costs for such new equipment, software and its ongoing operation.

4.1.2.4 The EDBMS shall be hosted via a distributed server Cloud-based infrastructure that complies with and meets all federal and State laws, regulations and other requirements as they may be amended and in effect from time to time throughout the Term. Contractor shall present to and seek approval of and Acceptance by DMV of the Cloud specifications as part of the Implementation Phase.

4.1.2.5 The Program shall provide for Contractor's inspection of all emissions-eligible vehicles regardless of inspection type.

4.1.2.6 The descriptions of the proposed Network of Test Centers configuration shall be clear and contain specificity regarding the logic used to decide the location of Test Centers and their designated test offerings. Such rationale shall include a geographic analysis by county, city and town ensuring both customer convenience and attention to reducing excessive wait times. The location and coverage area of each Test Center in Contractor's proposed Network of Test Centers, including both existing and new Test Centers, are subject to approval and Acceptance by DMV. DMV may require Contractor to locate Test Centers in geographic regions where motorists are underserved for I/M testing. Each Approved Test Center shall conform at all times to all CTVIP rules, regulations and standards as they may be amended and in effect from time to time throughout the Term and shall always maintain a valid DMV dealers and repairers license, when applicable. Contractor shall calculate the volume of vehicle throughput per average hour and day at each Test Center. Contractor shall identify capacity to process vehicle queue. The Test Center hours of operation shall, at a

minimum, coincide with DMV business hours. Specific Network of Test Center requirements are specified in **Exhibit I, Schedule 4.1.2.6.**

4.1.3 Contractor Organizational Structure and Program Implementation Phases. Contractor shall maintain an organizational structure as described on Schedule 4.1.2 throughout the Term, and Contractor shall implement the Program commencing on the Start Date in three phases—an Initiation and Planning Phase, an Implementation Phase, and a Maintenance Phase, as such terms are defined in **Exhibit I**. Contractor shall provide the Deliverables described in **Exhibit I, Schedule 4.1.3** in implementing each phase.

4.1.4 Program Management Plan. Contractor shall develop a plan for the Program development and implementation that shall contain Milestones, Deliverables and Services specified for each phase of the Program. Contractor's system development approach is described in **Exhibit I, Schedule 4.1.4.**

4.1.5 Specifications for System Design. Contractor shall develop a plan for the Program detailing all user and System requirements and specifications required by this Contract, subject to Acceptance by DMV.

4.1.6 System Design Document. Contractor shall develop a system design document describing how the proposed system satisfies the business rules for a decentralized statewide enhanced motor vehicle emissions inspection program that complies with all State and federal laws, regulations, policies and guidance and the terms of this Contract, including but not limited to the State Implementation Plan (SIP), as each such State and federal law and the SIP may be amended and in effect from time to time throughout the Term.

4.1.7 System Testing. Contractor shall deliver test plans, application software and associated Documentation with each Deliverable that comply with Contractor's test approach as described in **Exhibit I, Schedule 4.1.7.**

4.1.8 Training Programs. Contractor shall develop and provide training programs for Program staff, DMV personnel, CTIs (including VIN verification inspectors and Fleet inspectors), CERTs, CERFs and State heavy duty roadside inspectors. The training programs are described in **Exhibit I, Schedule 4.1.8.**

4.1.9 Test Center Recruiting and Contracting. Contractor shall develop and provide a Test Center recruiting and contracting program, as described in **Exhibit I, Schedule 4.1.9.**

4.1.10 Motorist Notification Program. Contractor shall develop and provide a motorist notification and outreach program, as described in **Exhibit I, Schedule 4.1.10.**

4.1.11 Public Outreach Program. Contractor shall develop and provide a public outreach program, as described in **Exhibit I, Schedule 4.1.11.**

4.1.12 **Equipment Installation Plan.** Contractor shall develop and provide an equipment installation plan, as described in **Exhibit I, Schedule 4.1.12.**

4.1.13 **Staffing Commitments by Contractor.** Contractor's staffing commitments for the Program are described in **Exhibit I, Schedule 4.1.13.**

4.2 Managerial and Oversight Commitments. During Program preliminary planning and engineering, development and deployment, Contractor shall maintain an appropriate level of personnel to meet all deadlines in the Program Plan. In **Exhibit I, Schedule 4.2,** Contractor has identified the Key Personnel positions and subject matter experts (SMEs) who shall play a significant role in the CTVIP and remain available as necessary throughout the Program. Contractor shall identify the individuals who are to serve as Key Personnel in the Program to DMV for review and Acceptance in accordance with this Contract.

4.2.1 In **Exhibit I, Schedule 4.2.1,** Contractor has provided Contractor's Structure and Organizational Chart.

4.2.2 In **Exhibit I, Schedule 4.2.2,** Contractor has provided Contractor's official protocol and chain of authority.

4.2.3 Contractor does not have any planned business activity that may impair Contractor's ability to comply with this Contract. Contractor has all of the assets listed in **Exhibit I, Schedule 4.2.3,** available to Contractor that it shall deploy as necessary to meet its obligations under this Contract.

4.2.4 Contractor has the financial capabilities to support the Program as described in **Exhibit I, Schedule 4.2.4.**

4.3 Personnel Training Commitments. Throughout the Term, Contractor shall provide training for Program staff, DMV personnel, CTIs (including VIN verification inspectors and Fleet inspectors), CERTs, CERFs, and State heavy-duty roadside inspectors, as described in **Exhibit I, Schedule 4.3.**

4.4 Operating Personnel Commitments. Throughout the Term, Contractor shall provide the operating personnel for the Program as described in this Contract. **Exhibit I, Schedule 4.4** describes Contractor's commitments to hiring and maintaining all Key Personnel and support necessary to operate the Program throughout the Term. Contractor shall notify DMV in writing in advance of any planned changes in Key Personnel, Contractor's structure, or Contractor's protocol or chain of authority. Contractor shall notify DMV not more than five (5) Business Days after the occurrence of any changes in the Key Personnel of which Contractor has not had advance notice. Any changes to the Key Personnel will be submitted to DMV for approval and Acceptance in a manner that is acceptable to DMV.

4.5 Acceptance Test Procedures. All Deliverables and physical or digital products delivered by Contractor under this Contract shall comply with final Acceptance testing

procedures (“**Acceptance Testing Procedures**” or “**ATPs**”) that have been provided by Contractor and approved by DMV. At a minimum, such ATPs shall comply with the description contained in **Exhibit I, Schedule 4.5**. Contractor shall deliver with each Deliverable the Documentation applicable to such Deliverable, in compliance with **Exhibit I, Schedule 4.5.1**.

4.6 Retail Testing Network Establishment Commitments and Participation Agreement. Contractor shall establish additional Retail Test Centers on the terms described on **Exhibit I, Schedule 4.6**. Contractor has attached as **Exhibit G** to this Contract a draft of the proposed participation agreement between Contractor and each Retail Test Center; however, the terms of each final participation agreement remain subject to DMV approval and Acceptance (each, a “**Test Center Participation Agreement**”).

4.7 VIN Verification Program Commitments. Contractor represents that, for many years, in Contractor programs across the country, inspectors have successfully verified Vehicle Identification Numbers (VINs) as part of the inspection process, and that Contractor’s long track record has provided Contractor’s engineers with the opportunity to research and utilize a variety of processes and technologies to achieve optimal results. Contractor shall provide DMV with the VIN verification solution described in **Exhibit I, Schedule 4.6** and **Schedule 4.7** and in the subsections in it.

4.8 Fleet Testing Stations Commitments. Currently, there are 14 Fleet Testing Stations in the State’s Network of Test Centers. The Proposal recognized that the State has underserved areas and recommended that additional Fleet Testing Stations be added to the State’s Network of Test Centers in these underserved areas. Contractor shall add these additional Fleet Testing Stations to the State’s Network of Test Centers as described in the Proposal. Contractor shall include testing vehicles weighing more than 14,000 pounds GVWR at all Fleet Testing Station locations. Contractor shall continue to offer all current and other qualified fleet owners the option to test their own OBDII vehicles. Fleet Testing Stations will be ineligible to test MSA or PCTSI vehicles. Contractor shall offer all current Fleet Testing Stations the new equipment at no cost, but new Fleet Testing Stations will be charged for the equipment as described in **Exhibit I, Schedule 4.8**. Contractor has attached as **Exhibit H** to this Contract a draft of the proposed participation agreement between Contractor and each Fleet Testing Station; however, the terms of each final participation agreement remain subject to DMV approval (each a “**Fleet Testing Participation Agreement**”). **Exhibit I, Schedule 4.8** contains a description of the equipment required and service level agreements.

4.9 Heavy Duty Diesel Program Commitments. Contractor shall provide opacity meter equipment for performing diesel vehicle inspections in the CTVIP inspection program that will meet all requirements of the State and prove to be mobile, easy-to-use, and efficient in performance, as further described in **Exhibit I, Schedule 4.9**. Contractor shall include testing vehicles weighing more than 14,000 pounds GVWR at all fleet testing locations, and Contractor shall comply with all inspection and maintenance requirements for medium and heavy duty vehicles as and when required by federal or State law.

4.10 Remote Sensing Devices (RSDs). Contractor shall provide the remote sensing devices for the Program described in **Exhibit I, Schedule 4.10.**

4.11 Test Center Recruitment and Network Requirements. Contractor has prepared an analysis of the State's Network of Test Centers requirements and has committed to the Test Center recruitment and Network of Test Centers commitments described in **Exhibit I, Schedule 4.11.** Contractor shall add twelve (12) full-service Retail Test Centers and twelve (12) OBD plus Retail Test Centers to reduce the current inconvenience to motorists that are underserved by the current Network of Test Centers. Contractor shall deliver, install and maintain all necessary equipment at the twenty-four (24) new Retail Test Centers (equipping them with at least the same level of new CDAS testing and monitoring systems that are being provided as described in **Exhibit I, Section 4.12** below).

4.12 CDAS Test Equipment and Devices. For all Retail Test Centers, Contractor shall provide the State with a new CDAS testing and monitoring system that meets or exceeds the requirements for the CTVIP for all testing types, as they may be amended from time to time throughout the Term. Contractor describes in **Exhibit I, Schedule 4.12** and in the subsections in it, the equipment and how it satisfies or exceeds all operational requirements.

4.13 Physical Asset Installation. Contractor shall install all of the physical assets required for the Program as described in **Exhibit I, Schedule 4.13.**

4.14 CDAS General Software Requirements. Contractor shall assure that all Software used in the Program satisfies the requirements as described in **Exhibit I, Schedule 4.14.**

4.15 CDAS Security Requirements. Contractor and all subcontractors shall establish a cybersecurity & physical security master plan with protocols preventing system hacking or unauthorized entry. The cybersecurity & physical security master plan shall establish credentials, identity and access management (CIAM) permission levels for all assets. Information security methods shall adhere to Bureau of Enterprise Systems and Technology (BEST) requirements. Contractor shall complete a customized cybersecurity & physical security master plan created by Opus IT engineers with protocols preventing system hacking or unauthorized entry, as described in **Exhibit I, Schedule 4.15.**

4.16 Tamper Proof Physical Work Stations. Contractor shall assure that all workstations used in the CTVIP satisfy the tamper resistance requirements set forth in **Exhibit I, Schedule 4.16.**

4.17 Security Features and Requirements. Contractor shall create a master cybersecurity plan to protect all aspects of the CTVIP and prevent computer virus, malware, Trojan, spyware and ransomware from corrupting the EDBMS and all DMV interfaces with CDAS and the EDBMS. Systems and servers will be protected against malicious access and hacking. The plan will include: intrusion detection systems (IDS) and intrusion prevention systems (IPS), with processes and procedures provided for in-place

systems and preventive methods to maintain the best possible protection; disaster recovery mechanisms already in place with a warm site in an alternative region to maintain availability to resources; segmentation of environments; and required multifactor authentication. The plan will describe server type, virus protection, firewall and spyware prevention, as described in **Exhibit I, Schedule 4.17**.

4.18 Disaster Recovery and Business Continuity Plan. Contractor shall create a disaster recovery and business continuity plan as described in **Exhibit I, Schedule 4.18**.

4.19 Emissions Database Management System (EDBMS) Commitments. Contractor shall deliver an EDBMS as described in **Exhibit I, Schedule 4.19**. Contractor also agrees to send data in any configuration or format to any server, location or database that DMV may request from time to time, including but not limited to other entities that have contracted with the State and other State computer systems (e.g., through the Connecticut Information Sharing System to police departments and to check compliance with testing; to other State systems in connection with Contractor's Late Fee and other collections).

4.20 Data Migration. The new CTVIP EDBMS will be comprised of the Contractor's proposed EDBMS and the current and existing CT EDBMS records. The data migration must follow the State of Connecticut required DMV IT & BEST cyber IT interfaces and secure transport procedures. Contractor shall work with the State's legacy vendor to devise a plan for the seamless migration of all DMV emissions program data including but not limited to test data, images, audit records and waiver records and any related scanned files. Contractor shall report all merged legacy data in to new CT EDBMS as it would report the current data going forward. Contractor shall carry forward all VIN and license plate data. The Parties acknowledge and understand that legacy data present in the new EDBMS may not have data in all new fields and those fields shall remain blank for the legacy records. Contractor's plan is set forth in **Exhibit I, Schedule 4.20**.

4.21 Integration of CTVIP, EDBMS and CIVLS. Contractor shall ensure that the emissions testing analyzers shall be able to exchange data with the EDBMS; and the EDBMS shall exchange vehicle data with CIVLS and any other existing or future platform that DMV determines is necessary at a frequency determined by DMV, as described in **Exhibit I, Schedule 4.21**. Some data exchanges will be real time and others will be scheduled. DMV will provide Contractor with the vehicle registration information for all active and inactive registrations in the CIVLS database. Contractor shall use the attributes of this data to determine the testable vehicles and to notify the owners of the next due date. Contractor shall not use, disclose, sell, or exchange the data for any purpose other than notification to an owner regarding the emission testing program. DMV shall update Contractor on a daily basis of registration transactions so it may provide compliance notifications to new owners with vehicles out of compliance. Contractor shall notify DMV on a daily basis of vehicles that have become non-compliant and owe a Late Fee. The information will also be transmitted to the CDAS for collection of the fee at Test Centers. Contractor shall provide the daily notices at not later than 2:00 a.m. on the immediately following day to DMV and CDAS with respect to the immediately preceding day. Contractor shall provide Documentation of all System specifications including server and

work station hardware and software, equipment and any other necessary component as approved by DMV.

4.22 Software Installation Commitments. Contractor shall provide an asset development and deployment plan that provides real-time communication and data exchange requirements for CDAS, EDBMS, Connecticut Information Sharing System (CISS) and connectivity to the State's vehicle registration system also known as CIVLS and shall develop a production EDBMS and a testing EDBMS environment that mirror each other for all of the operations of the CTVIP, as described in **Exhibit I, Schedule 4.22.**

4.23 Reports Provided and Reporting. Contractor shall assure that the System provides all of the reports and satisfies all of the federal, State and DMV reporting requirements (including but not limited to the reporting requirements under the regulations of the EPA and DEEP), as they may be amended from time to time throughout the Term, as described in **Exhibit I, Schedule 4.23.**

4.24 Test Procedures and Protocols. Contractor shall assure that the CTVIP has three (3) emissions test types--OBD II, PCTSI and MSA--along with VIN verification; I/M tests to determine if all emissions controls are functioning properly; and gas cap testing procedures that comply with EPA guidance (IM240 & Evaporative Technical Guidance, EPA420R-00-007, dated April 2000). Contractor shall identify initial re-tests and aborted tests along with paid and free tests. DMV will approve the test types each Test Center will perform, subject to change according to Program requirements and any federal or State legislation, regulation, policy or guidance, as they may be amended from time to time throughout the Term. **Exhibit I, Schedule 4.24** contains a detailed description of Contractor's obligations.

4.25 Fee Collection Procedures and Protocols. Contractor shall manage the collection and remission of all fees as described in **Exhibit I, Schedule 4.25**, in accordance with Section 11. Test Center staff shall be responsible for collecting an Inspection Fee, Late Fee, and any other fee established by the State. Connecticut law authorizes charging a fee for each emissions test that is not a free retest. Contractor acknowledges that the State will not provide any guarantee, expressed or implied, concerning the volume of inspections to be performed by Contractor.

4.26 Emissions Late Fee Collection Procedures. Contractor shall offer the option for customers to pay emissions Late Fees at Test Centers. Payment at Test Centers may be for the emissions Late Fee only and does not have to be done in conjunction with an emissions test. Contractor has described how it shall recruit Test Centers to perform collection of Late Fees and monitor the process in **Exhibit I, Schedule 4.26.**

4.27 Quality Assurance and Quality Control Plan. Contractor shall develop and maintain a quality assurance/quality control (QA/QC) plan that meets or exceeds the requirements of the SIP, Federal Clean Air Act, the Code of Federal Regulations, Connecticut General Statutes Titles 14 and 22a and State policy, as they may be amended from time to time throughout the Term, as described in **Exhibit I, Schedule 4.27.**

4.28 Test Center Equipment Quality Assurance Plan. Contractor shall develop and maintain a Test Center equipment quality assurance (QA) plan as described in **Exhibit I, Schedule 4.28**. Contractor shall perform all overt and covert audits required by the SIP, Federal Regulations and State policy, as they may be amended from time to time throughout the Term, as described in **Exhibit I, Schedule 4.28**, and bear all costs associated with the audits, including but not limited to: audit gases, audit vehicles, equipment and tooling, covert testing fees, covert audit vehicles and their replacements for each year throughout the Term. Contractor's staff assigned to perform covert audits shall be professional and unrecognizable to the Test Centers. The QA and overt auditors must be identifiable to Test Center staff for the tasks they must perform.

4.29 Customer Assistance Call Center. Contractor shall employ a properly trained staff for a Customer Service and Phone Center, the operations of which will be located in Connecticut, as described in **Exhibit I, Schedule 4.29**. Contractor shall manage customer assistance call centers sufficiently to reduce calls to and contact with DMV and shall maintain procedures for handling both business and technical questions. Contractor's plan shall establish thresholds for resolution of issues through escalation levels, subject to the performance requirements set forth in **Exhibit F**. Contractor shall also maintain a back-up call center located in the same time zone as Connecticut (currently located in Cohoes, New York) throughout the Term that provides full-service fail-over coverage in the event of a significant outage of any call center services provided to Connecticut motorists, Test Centers or repair facilities.

4.30 Customer Service Program. Contractor shall develop and maintain a detailed plan for successful customer relations that addresses how customers will be handled courteously at all times, as described in **Exhibit I, Schedule 4.30**. Contractor shall develop and maintain a Standard Operating Procedures(SOP) manual regarding how to answer motorists' questions as well as Test Facility, CTI, CERT and CERF questions, as described in **Exhibit I, Schedule 4.30**.

4.31 Program Information and Education Program (PIE). Contractor shall be responsible for assuring that the Program complies at all times with the requirements of 40 CFR 51.368(a) in keeping the motoring public aware throughout the Program operation of the State's air quality problem. Contractor shall develop and maintain a Program of Information and Education (PIE) that provides important information about the CTVIP, including types of associated human health impacts, and the PIE shall post these benefits of the I/M program via Public Service Announcements (PSAs) run on radio and television stations, email blasts, Facebook, Twitter, other social apps and any other type of communication method. The PIE PSAs will provide meaningful scientific documentation of the need for and benefits of an I/M program. These media PSAs will provide instructions about how to maintain an emissions compliant vehicle. They will also show how to locate a Certified Emissions Repair Facility (CERF) with Certified Emissions Repair Technicians (CERTs) to fix noncompliant cars or trucks. The PIE will illustrate procedures to protect the public from fraud and abuse by CERFs and CERTs. Contractor shall ensure a dedicated program manager for the PIE campaigns. Contractor shall provide funds throughout the Term to provide resources to develop and maintain PIE throughout the Term. All program

and public information shall be approved by DMV. The PIE Proposal adopted by Contractor is described in **Exhibit I, Schedule 4.31**.

4.32 CT Emissions Technical Center and Referee Station. Contractor shall establish and operate a Technical Education Center and Referee Station as described in **Exhibit I, Schedule 4.32**.

4.33 Certified Emissions Repair Facilities and Certified Emissions Repair Technicians. Contractor shall recruit, monitor and retain (1) a network of Certified Emissions Repair Facilities (CERFs); and (2) a network of Certified Emissions Repair Technicians (CERTs), as described in **Exhibit I, Schedule 4.33**. CERT qualifications currently consist of obtaining and maintaining an ASE L1 certification, but may be adjusted throughout the Term by DMV to comport with at least a comparable level of certification, as it may be adjusted from time to time. Contractor shall collect and preserve historical test data for each vehicle tested and include in the report provided the vehicle license plate number at the time of the test. Contractor shall collect and maintain evidence of each Test Center's compliance with its insurance obligations and notify DMV Dealers/ Repairer Unit immediately if a Test Facility's required insurance policy is modified or is no longer in effect.

4.34 Database Development of Vehicle Repair Data. Contractor shall see to it that each vehicle that fails an emissions test shall have its repair data categorized and collected upon re-test or entered at the time of repair by a CERT at a CERF location, as described in detail in **Exhibit I, Schedule 4.34**. Contractor shall design an updated vehicle repair data form that will be provided to motorists and a secure portal that allows the CERT to enter the vehicle repair information into the EDBMS network at the time of repairs prior to retesting of the vehicle, as described in detail in **Exhibit I, Schedule 4.34**. Contractor shall create and maintain a Repair Effectiveness Index (REI) as required by Connecticut General Statutes § 14-164c and 40 CFR Part 51 Subpart S and require that each CERT enter the vehicle repair data.

Section 5. Grant of License and Acquiring Deliverables

5.1 Contractor shall sell, transfer, convey and license, as appropriate, to the State each Deliverable in accordance with this Contract. The Deliverables are set forth in **Exhibit I** and shall be acquired through Purchase Orders issued in accordance with this Contract and, specifically, subject to Section 6 below.

5.2 Contractor grants to DMV, a perpetual, nonexclusive, fully paid-up, irrevocable, non-transferable (other than to its successor and other agencies of the State performing DMV's functions under this Contract for the State) Site license to be used exclusively for DMV's purposes to install, integrate with other software, access, use, operate, execute, archive, copy, distribute, and display (collectively, "Use") the Deliverables. The Use includes, but is not limited to, processing and administering the Program and all application, authentication, fulfillment and information storage requirements related thereto, as determined by DMV. This is a multi-Site license, and DMV may exercise the rights and license granted under this Contract, provided that such

exercise is solely on behalf of, and for the benefit of, the State in accordance with this Contract.

5.3 DMV may make a reasonable number of copies of the Deliverables for purposes of backup, testing, reporting, archival, disaster recovery, or any one or more of them, and those copies may be stored on-site or off-site, subject to the applicable confidentiality obligations set forth in this Contract. Further, DMV may on its own, or may engage agents to, modify, enhance and create derivative works of the Deliverables, but, solely for the purposes of any one or more of the following: conducting audits, internal training and development and performing an essential governmental function.

5.4 Contractor shall ensure that upon delivery, the Deliverables licensed under this Contract are the most current versions. Contractor shall offer to DMV throughout the Term, Deliverables that include the latest Improvements, however, DMV may withhold its consent to the implementation of any such Improvements as it deems it to be appropriate.

5.5 If Contractor or its third-party providers develop new or enhanced software or other Deliverables with substantially the same functionality as that of the Deliverables, then Contractor shall offer to DMV those new or enhanced Deliverables as soon as Contractor makes them available to any of its customers. DMV may elect to accept and integrate those Deliverables, which Contractor shall offer at no additional cost, in place of the original Deliverables that it did or would have received, on the same terms as set forth in this Contract.

Section 6. Purchase Orders

6.1 Any Purchase Order accepted by Contractor is subject to the terms of this Contract and will remain in effect until DMV accepts full Performance of the applicable Purchase Order, unless this Contract is sooner terminated. Neither Party shall be bound by any additional substantive terms that may appear in any Purchase Order, Product Schedule Update, Statement of Work or other additional terms. If a Purchase Order includes any such terms, then they shall be void *ab initio* and have no effect.

6.2 Contractor may supplement the Schedules and Exhibits at any time to make additional Deliverables and related items available to the State. Contractor shall include an effective date on each supplement. Contractor shall transmit any supplement to DMV with a cover letter documenting formal approval of the supplement by a Contractor representative duly empowered to so act. DMV shall evidence its acceptance of the changes only by issuing a Deliverables Schedule Update letter to Contractor. DMV shall then order such Deliverables by issuance of its Purchase Order. The Purchase Order process is subject to the following:

- (a) This Contract itself is not an authorization for Contractor to ship Deliverables or begin Performance in any way. Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

- (b) Contractor shall not commence Performance unless DMV issues the Purchase Order directly to Contractor and to no other party.
- (c) All Purchase Orders shall be in written or electronic form, bear this Contract's contract number and comply with all other State and DMV requirements, particularly DMV's requirements concerning procurement. Purchase Orders issued in compliance with those requirements shall be deemed to have been duly issued.
- (d) Any delivery made by Contractor without a duly issued Purchase Order in accordance with this Section is at Contractor's own risk.
- (e) DMV may, in its sole discretion, deliver to Contractor any or all duly issued Purchase Orders via electronic means only, and DMV shall have no obligation to deliver to Contractor a "hard copy" of the Purchase Order or a copy bearing any handwritten signature or other "original" marking.

6.3 Notwithstanding any other provision of this Contract, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of DMV, which DMV may give or withhold in DMV's sole and absolute discretion. DMV shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.

6.4 Contractor shall ensure that the pricing of all Deliverables in this Contract is always equivalent to or better than those for comparable Contractor offerings to any other customers of Contractor, including other state or local governments. If during the Term, Contractor provides more favorable pricing for the Deliverables to another one of Contractor's customers, including other states or local governments, then Contractor shall extend that more favorable pricing to DMV, and this Contract will be deemed to be amended, automatically and without any act required of any Party, to provide that pricing under this Contract on a prospective basis.

6.5 DMV is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. Contractor shall provide copies of all such Licensed Software to DMV at the time of delivery of any Deliverables, including the source code for each Licensed Software.

6.6 No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless DMV issues a change order in accordance with Section 8, Changes Within Scope.

Section 7. Project Personnel

7.1 DMV shall designate a Project Administrator, who may be replaced at the discretion of DMV, and shall notify Contractor in writing of such designation. The Project Administrator shall have the authority to act for DMV under this Contract for any

Deliverables and such authority shall continue to be in effect throughout the Term, unless DMV sooner notifies Contractor in writing of any change in the authority or identity of the Project Administrator.

7.2 Contractor shall identify the individuals who shall serve in each position identified as “Key Personnel” in **Exhibit I, Schedule 4.2**. DMV, in its sole discretion, has the authority to approve or reject each individual Contractor identifies to serve as Key Personnel. Contractor shall not remove any Key Personnel or assign any Key Personnel to perform services for any additional client or customer of Contractor, except in accordance with the following:

- (a) Contractor shall at all times throughout the Term maintain and notify DMV of the back-up individuals and their contact information for each individual serving in a position identified as “Key Personnel.” DMV, in its sole discretion, has the authority to approve or reject each individual Contractor identifies to serve as back-up for Key Personnel.
- (b) Contractor shall provide the Project Administrator with sufficient, trained, and qualified personnel coverage at all times and covering all absence periods and shall provide the DMV with the names and contact information for all temporary or permanent replacements for such Key Personnel in advance, in accordance with this Contract.
- (c) If one or more of the Key Personnel or back-up individuals, for any reason, becomes or is expected to become unavailable for work in the Program during any DMV Business Day or is expected to devote substantially less effort to such work than Contractor disclosed at the time the individual was approved under this Contract, then Contractor shall, subject to the approval of the Project Administrator, replace that individual with personnel of at least equal ability and qualifications no later than 2 DMV Business Days after the earlier of, (i) the date Contractor is notified or becomes aware of the Key Personnel's actual or expected unavailability, or (ii) the date of the Project Administrator's approval.
- (d) For any reason, DMV may direct, in writing, that Contractor either remove one or more Key Personnel, or, remove the Key Personnel and provide a substitute. The request may, but need not, provide a detailed explanation of the circumstances for the proposed removal. Contractor shall deliver the resumes of the proposed substitute Key Personnel to the Project Administrator for consideration within 10 DMV Business Days of receiving the substitution request. The Project Administrator shall notify Contractor of approval or disapproval in writing within 3 DMV Business Days of receiving the resumes.

- (e) Time is of the essence in the removal process of Key Personnel. Accordingly, Contractor shall do and perform all acts and things that are necessary or appropriate in order to minimize or eliminate disruptions to the Performance.

Section 8. Changes Within Scope

8.1 DMV may, at any time, for any reason, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the **Exhibit I** Schedules and the other Exhibits. Contractor shall not deny or delay approving the request, provided that if Contractor's compliance with such request would materially impact the project schedule including the Deliverables Implementation Schedule, Contractor shall propose any modification to the project schedule resulting from such changes for DMV's consideration and Acceptance, modification or rejection. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations (or both) that are included in the Project Deliverables in **Exhibit I**. Contractor shall make any changes to the Deliverables that are required due to System deficiencies or a failure of the System to fully Perform in accordance with the Specifications or this Contract, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change.

Section 9. Delivery & Installation

9.1 DMV shall prepare and make available to Contractor the installation Site of any Deliverable in accordance with Contractor furnished requirements. If DMV does not complete Site preparation in time for installation as scheduled, then the Project Administrator shall notify Contractor as soon as possible, but no less than ten (10) calendar days before the scheduled Deliverable installation date. Except as expressly set forth in this Section 9, DMV shall not be responsible for any delay in any scheduled Deliverable installation date at any Site.

9.2 Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, Materials, consultation and onsite operational training to assure proper installation and operation of all Deliverables as set forth in **Exhibit I**.

9.3 Contractor represents and warrants that it shall complete installation of the System in accordance with the Deliverables Document and in accordance with the Deliverables Implementation Schedule.

Section 10. Deliverable Evaluation & Acceptance; System Acceptance

10.1 The Go-Live Date is November 27, 2021. Upon providing not fewer than thirty (30) calendar days' written notice to Contractor before the scheduled Go-Live Date, DMV may extend the scheduled Go-Live Date in accordance with this Contract.

10.2 Contractor shall provide DMV with any proposed revisions to **Exhibit I**, based on DMV's adoption of the Go-Live Date, provided that none of Contractor's revisions may alter the Go-Live Date. DMV may reject any such revisions in its sole discretion. Once DMV has established the Go-Live Date, the Parties shall proceed as described in **Exhibit I**, unless DMV extends the Go-Live Date to a later date. Upon each extension of the Go-Live Date by DMV, the Parties shall follow the process for revising **Exhibit I**, as described in this Section.

10.3 Contractor shall certify that the System has been thoroughly quality assurance ("QA") tested before delivery to DMV and shall then set up the Deliverables to ensure that they are compatible with DMV's then existing software and hardware systems, all before undertaking any further Performance. As part of this process, Contractor shall demonstrate in a live format the capabilities of the System and all software and processes contracted for under this Contract. This live format presentation and testing shall include simulated production testing of the entire System end-to-end before full implementation.

10.4 After DMV is satisfied with the live format presentation and configuration of the Deliverables, DMV shall so notify Contractor in writing, directing Contractor to, and Contractor shall, perform enterprise-wide installation in a manner that results in full implementation and functionality of the entire System in accordance with the Documentation on the Go-Live Date.

10.5 No Deliverable will be deemed to be accepted by DMV until after the Deliverable goes through the evaluation and Acceptance testing period and process set forth in this Section 10.

10.5.1 For each Deliverable installed by Contractor, the evaluation and acceptance testing period shall commence on the first Business Day following DMV's receipt of written notification from Contractor that the Deliverable is installed and ready to undergo evaluation and Acceptance testing.

10.5.2 For each Deliverable installed by DMV, the evaluation and Acceptance period shall commence on the first Business Day following installation of the Deliverable by DMV.

10.6 During the evaluation and Acceptance testing period, DMV shall perform the User Acceptance Test (UAT) for such Deliverable. Successful completion of UAT shall be determined in accordance with the following procedures, which are intended to correspond to and run concurrently with the general "Delivery and Acceptance Procedures" set forth in **Exhibit F**, Section C.3.:

10.6.1 DMV shall approve each software Deliverable that conforms in all respects with the Specifications as set forth in **Exhibit I**. Within ten (10) Business Days, or such other greater period as is agreed to by DMV and Contractor in writing, from the date it receives a Deliverable, DMV shall provide Contractor with either (a) written acceptance of the Deliverable or (b) a written statement identifying in reasonable detail, with references to the applicable

Specifications, the deficiencies of the Deliverable that form the basis for DMV's declining to accept the Deliverable.

10.6.2 Contractor shall have ten (10) Business Days, or such other period agreed upon by DMV and Contractor in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform to the applicable Specifications. DMV shall complete its review of the corrected Deliverable and notify Contractor in writing of Acceptance or rejection in accordance with the foregoing provisions of this Section within five (5) Business Days from the date it receives the corrected Deliverable, or such other greater period agreed upon by DMV and Contractor in writing.

10.6.3 Upon completion of successful UAT, DMV shall notify Contractor, in writing, of DMV's Acceptance of the Deliverable. Upon request of Contractor, DMV shall complete any Contractor Acceptance certificate that is reasonable and acceptable to DMV after testing and acceptance of the Deliverable, so long as such certificate does not, in any way modify this Contract.

10.6.4 DMV may choose to reject the same Deliverable any number of times if in its sole determination Contractor is making bona fide efforts to correct the deficiencies each time that DMV rejects such Deliverable. Notwithstanding the prior sentence, if DMV rejects the same Deliverable a second time because the ongoing Performance of a Deliverable does not conform to the Documentation, Specifications, or the System, or if any Deliverable is not provided in conformity with **Exhibit I** or in compliance with System Reliability & Performance Criteria, then rather than providing Contractor with another opportunity to correct the identified deficiencies after the third rejection, DMV shall have the option of assessing liquidated damages in accordance with **Exhibit F**, Section C.1 or **Exhibit F**, Section C.2 (or both), and DMV may exercise any and all remedies that it may have in contract, at law or in equity, including Terminating this Contract under Section 29, Termination & Remedies.

10.7 DMV shall evaluate and test the System in accordance with the UAT procedure described above before accepting the System to determine whether the System performs to the Specifications and fulfills the business and technical requirements of this Contract. Upon successful completion of the System evaluation and testing, DMV shall notify Contractor, in writing, of DMV's approval and Acceptance of the System. Upon request of Contractor, DMV shall complete any Contractor acceptance certificate that is reasonable and acceptable to DMV after testing and Acceptance of the System, so long as such certificate does not in any way modify this Contract.

10.8 The date that DMV accepts a Deliverable or the System pursuant to this Section is the Acceptance Date for that Deliverable or System, respectively. A Deliverable or System shall not be timely delivered until Acceptance by DMV.

10.9 Notwithstanding Acceptance by DMV in accordance with the procedures set forth above in this Section, if at any time during the Term, DMV finds recurring errors after the QA and UAT processes, Contractor shall immediately take back the Deliverable exhibiting errors and reconfigure or debug the Deliverable in accordance with the timetables, procedures and SLAs for handling errors and problems described in **Exhibit F**, Milestones & Service Level Agreements (SLAs).

Section 11. Payments & Credits

11.1 Commencing on the Start Date and continuing throughout the Term, Contractor shall charge a Test Fee as defined in this Contract for each completed initial OBD or tailpipe test under the Program and shall pay the Test Center an amount equal to \$14.00 and shall pay the State an amount equal to \$3.05. Contractor shall pay amounts or before the fifteenth day of the immediately following month via ACH to an account designated by DMV not fewer than three (3) days in advance. All fees for emissions testing under the Program shall be collected by the Test Centers.

11.2 Commencing on the Start Date and continuing throughout the Term, each Test Center shall accept payment of Late Fees payable under Connecticut law with respect to late emissions testing as they may be in effect from time to time ("**Late Fees**"), and Contractor shall remit all such Late Fees to the State monthly, one month in arrears on or before the fifteenth day of the immediately following month via ACH to an account designated by DMV not fewer than three (3) days in advance, in accordance with **Exhibit C**, Pricing Schedule.

11.3 Commencing on the Start Date and continuing throughout the Term, Contractor may retain an amount equal to \$2.95 for each completed initial OBD or tailpipe test from fees collected under the Program, and no other amounts, in accordance with **Exhibit C**, Pricing Schedule.

11.4 Contractor's right to retain payments under this Contract is subject to adjustment throughout the Term based on Contractor's Performance and satisfaction of the SLAs in **Exhibit F**, Milestones & Service Level Agreements (SLAs), and Contractor's obligations under Section 28, Breaches & Liquidated Damages.

11.5 Commencing on the Start Date and continuing throughout the Term, each Test Center shall charge a VIN verification fee as described in C.G.S. 14-12r, as it may be amended and in effect from time to time, initially in an amount equal to \$10.00 for each VIN verification completed by a Test Center under the Program, in accordance with **Exhibit C**, Pricing Schedule.

11.6 Contractor shall provide DMV with a monthly invoice describing all payments made and retained under the Program with each monthly payment made to DMV.

11.7 Commencing on the Start Date and continuing throughout the Term, Contractor shall also collect and remit such additional fees as DMV may from time to time require (which may include, but not be limited to, vehicle registration fees and safety inspection

fees). Contractor shall include the obligation of test Centers to collect and remit any such fees in each Test Center Participation Agreement.

Section 12. Software Maintenance & Support

12.1 Contractor represents and warrants that, after DMV's Acceptance of any Deliverable and subject to the terms of this Contract, Contractor shall provide the following maintenance and support Services to DMV for each accepted Deliverable:

12.1.1 Assistance necessary to cause the Deliverable to Perform in accordance with its applicable Specifications;

12.1.2 Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables; and

12.1.3 Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s) specified in Section 5.5.

12.2 Prior to any periodic meetings held by DMV and Contractor, Contractor shall provide to DMV an updated roadmap detailing Contractor's progress in fulfilling the Deliverables Implementation Schedule and all development plans for the Deliverables, including likely schedules for Contractor rollouts of any Improvements in a format that will permit DMV to understand the substantive changes that such materials may have and the impact such Improvements may have to the Deliverables and to consider whether adoption of such Improvements should be implemented by DMV.

12.3 Contractor shall provide maintenance and support Services on a daily basis throughout the Term, unless DMV delivers to Contractor written notice at least thirty (30) Business Days before the expiration of the then current Term that DMV will discontinue receiving maintenance and support or unless DMV exercises its right to Terminate this Contract.

12.4 Contractor shall maintain sufficient and competent Deliverable support services staff, consistent with **Exhibit I**, Schedule 4.1.13, Schedule 4.2 and Schedule 4.4, to satisfy all Contractor obligations for each Deliverable and System.

12.5 DMV shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Contract, subject to DMV's and the applicable Site's access policies.

Section 13. Hardware Maintenance & Support

At all times throughout the Term, Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement Deliverables and ancillary equipment to satisfy the preventive and remedial maintenance requirements of Section 14, System Reliability & Performance Criteria. A schedule for maintenance and support of System hardware and applicable service level requirements, as further described in **Exhibit I**, Schedule 4.4, Operating Personnel

Commitments, and **Exhibit I, Schedule 4.27**, Quality Assurance and Quality Control Plan, are set forth in **Exhibit F**, Milestones & Service Level Agreements (SLAs), with credits to DMV for Contractor failures to comply with applicable SLAs.

Section 14. System Reliability & Performance Criteria

14.1 The required System reliability is set forth in this Section 14, System Reliability & Performance Criteria, and in **Exhibit F**, Milestones & Service Level Agreements (SLAs), with credits to DMV for Contractor's failure to comply with applicable SLAs and the potential for Breaches and the payment of liquidated damages as described in Section 28, Breaches & Liquidated Damages. In addition to the SLAs set forth in **Exhibit F**, Contractor shall cause the EDBMS to Perform and operate in accordance with the Documentation at least 99.99% of the DMV Business Hours and any hours outside of DMV Business hours during which the EDBMS is required to Perform, measured over each calendar month throughout the Term.

14.2 Contractor shall deliver the System in accordance with the project deadlines established in the Program Plan.

14.3 A given instance of EDBMS downtime will start upon DMV's providing Contractor with a DMV service request to remedy any operational EDBMS deviation from the Performance Criteria, or any error or failure condition(s), and end with documented proof by Contractor to DMV that such deviation, error or failure has been fully restored and made ready for productive DMV use to fulfill and accomplish fully the Performance of the EDBMS. The calculated time period of such an instance of EDBMS downtime excludes the following periods:

14.3.1 Any nonproductive EDBMS use time caused by the State or DMV or DMV's authorized third party, other than Contractor, or a State power outage, a State networking failure, or a State internet connection failure; and

14.3.2 Any time during which DMV fails to make the EDBMS available for Contractor's remedial service.

14.4 To validate EDBMS uptime, Contractor shall install system alerts to monitor the EDBMS at specific points to be determined by DMV. Contractor shall program the system alerts to provide outage notifications to a designee chosen by DMV and to a designee chosen by Contractor. Contractor shall review and monitor EDBMS availability constantly and shall provide DMV with monthly reports and logs showing EDBMS availability and system alerts activity, in such forms as are acceptable to DMV.

14.5 Contractor shall document the EDBMS availability and system alerts activity at least quarterly and deliver the reports to DMV, in substance and form such as to allow DMV to determine and measure Contractor's compliance with EDBMS requirements under this Contract.

14.6 Contractor shall document the Test Center Network availability and shall provide Test Center Network downtime notifications, by Test Center, to a designee chosen

by DMV and to a designee chosen by Contractor. Contractor shall deliver the reports to DMV in substance and form such as to allow DMV to determine and measure Contractor's compliance with the Test Center Performance requirements under this Contract.

Section 15. System Warranties

15.1 Contractor represents and warrants that the System shall conform to this Contract, the Specifications, Performance Criteria and the Documentation, and that it shall be free from defects in material and workmanship prior to acceptance of the System by DMV and for the Term (the "**Warranty Period**"), unless this Contract is Terminated earlier.

15.2 During the Warranty Period, the Contractor shall, at no charge, make Improvements to the Deliverables as are necessary or appropriate to maintain ongoing System reliability and as required by Section 5.5.

15.3 If DMV determines that ongoing Performance of Contractor's maintenance and support of the System or the Performance of the System do not conform to Section 14, System Reliability & Performance Criteria, or **Exhibit I**, then DMV shall give Contractor written notice of the deficiencies. Contractor shall correct the applicable deficiencies and restore the System to a level of operation that meets or exceeds the Specifications, the Performance Criteria, the Documentation and other requirements of this Contract, within thirty (30) calendar days after DMV provides such notice, unless otherwise permitted by DMV in writing. If, after such notice and correction period, Contractor fails to remedy the deficiencies such that any Deliverable or service level fails to meet the Specifications, the Performance Criteria, the Documentation or any other requirements of this Contract, in compliance with System Reliability & Performance Criteria, then rather than providing Contractor with another opportunity to correct the identified deficiencies, DMV shall have the option of assessing liquidated damages in accordance with **Exhibit F**, Section C.1 or **Exhibit F**, Section C.2 (or both), and DMV may exercise any and all remedies that it may have in contract, at law or in equity, including Terminating this Contract under Section 29, Termination & Remedies.

15.4 then Contractor shall be in Breach of this Contract, and may terminate this Contract under Section 29, Termination & Remedies.

Section 16. Special Installation Warranties

16.1 Contractor warrants that: (i) each Deliverable installed by Contractor or an authorized agent of Contractor or installed by DMV in accordance with Contractor's instructions, will function according to the Documentation, Specifications and Performance Criteria on the Acceptance Date for such Deliverable; (ii) Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Section 14, System Reliability & Performance Criteria; and (iii) Contractor shall provide each Deliverable within the time frames established under the Program Plan.

16.2 Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

Section 17. Patent, Copyright, License & Proprietary Rights

17.1 Contractor shall provide to DMV reproductions of the patent, copyright, license and proprietary rights information notices that are applicable and were affixed to the original Deliverables. Once DMV receives those notices, DMV shall promptly affix such notices to any copies made of the applicable Deliverable. DMV shall maintain the confidentiality of any such Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Contract or as it may be required under the Connecticut Freedom of Information Act, in which case DMV will provide written notice to Contractor of any such request. This obligation survives Termination.

17.2 If any software Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of DMV:

17.2.1 Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);

17.2.2 Obtain for the State or DMV and the right to continued use of the Deliverable; and

17.2.3 In addition to its rights under Section 28, Breaches & Liquidated Damages and Section 29, Termination & Remedies, if use of the Deliverable is prevented by injunction, take back the Deliverable and pay or credit DMV for any portion of the fees charged to DMV by Contractor and associated with that Deliverable (the “**Allocable Charge**”) in accordance with the following:

17.2.3.1 1st – 12th month from Go-Live Date: 100% of the Allocable Charge;

17.2.3.2 13th – 24th month from Go-Live Date: 75% of the Allocable Charge;

17.2.3.3 25th – 36th month from Go-Live Date: 50% of the Allocable Charge; and

17.2.3.4 37th month from Go-Live Date and over: 25% of the Allocable Charge.

17.3 Contractor shall not be responsible to the State for providing the remedies under this Section for any infringement claim or proceeding that is based on (i) DMV’s use of a Deliverable for which it was neither designed nor intended; or (ii) a modification of a

Deliverable or the combination of a Deliverable with another product or system not supplied by Contractor, by DMV or a State-authorized third party other than Contractor.

17.4 Contractor shall execute any and all documents and take any actions that may be reasonably necessary to perfect the rights granted to the State in this Section 17, Patent, Copyright, License and Proprietary Rights.

Section 18. Confidentiality; Nondisclosure of Licensed Software

18.1 The State shall exercise at least the same degree of care to safeguard any Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the Licensed Software nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures do not apply to disclosures by the State to its employees, agents or representatives, provided that such disclosures are reasonably necessary to the State's use of the Deliverables and provided further that the State will take all reasonable steps to ensure that the Licensed Software is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section is subject to the State of Connecticut Freedom of Information Act. In the event of any unauthorized disclosure, use or transfer of the Licensed Software by the State, the State will promptly notify the Contractor of such event

18.2 The State will use any Licensed Software only in the pursuit of its own business interests. Subject to Section 5, Grant of License & Acquiring Deliverables, the State shall not sell, lease, license or otherwise transfer with or without consideration, the Licensed Software to any third party, other than those non-designated third parties that reasonably have need to know and agree to abide by the terms of this Section, or permit any third party to reproduce, copy or otherwise use the Licensed Software. Subject to Section 5, the State shall not create derivative works, translate, reverse engineer or decompile the Licensed Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Licensed Software, except as expressly permitted in Section 5, Grant of License and Acquiring Deliverables, and Section 29, Termination & Remedies.

Section 19. Protection of Confidential Information

19.1 Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information that they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices - as they may be amended from time to time.

19.2 Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and

information of a similar character, as set forth in all applicable federal and State law and in the written policies of DMV or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

19.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

19.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both, of Confidential Information;

19.2.3 A process for reviewing policies and security measures at least annually;

19.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and

19.2.5 Encrypting Confidential Information that is stored on laptops, portable devices, and storage media or that is being transmitted electronically.

19.3 Contractor and Contractor Parties shall notify DAS and DMV and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of DMV after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes § 36a-701b, or otherwise (Breach), Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DAS and DMV, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by Contractor at its own cost and expense to all individuals and entities affected by the Confidential Information Breach. Such credit monitoring and protection plans shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring and protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, DMV, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

19.4 Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

19.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

19.6 Contractor shall comply with Connecticut General Statutes Section 14-10 and with the Drivers Privacy Protection Act of 1994 (18 U.S.C Section 2721) with respect to all Confidential Information, including but not limited to Personally Identifiable Information. Contractor acknowledges that it has no rights in any Confidential Information and that it shall restrict its use of any Confidential Information to satisfying its obligations under this Agreement and shall not sell, lease, license or otherwise transfer with or without consideration any Confidential Information. Contractor shall provide ongoing training for all Program personnel regarding all applicable federal and State statutes, rules and regulations regarding the protection of PII in the management and operation of the CTVIP Program.

Section 20. Replacement Deliverables

20.1 DMV may order any replacement Deliverables then available. Replacement Deliverables are subject to evaluation and acceptance as set forth in Section 10, Deliverable Evaluation & Acceptance; System Acceptance.

20.2 Contractor shall provide DMV with any Replacement Deliverable license free of charge.

20.3 Contractor shall keep current each installed Deliverable throughout its license term by delivering, at no cost or expense to DMV, the most current release of each such Deliverable to DMV, subject to Section 12, Software Maintenance & Support.

Section 21. Risk of Loss & Insurance; Performance Bond

21.1 The State shall not be liable to Contractor for any risk of Deliverables loss or damage while Deliverables are in transit, or while in DMV's possession, except when such loss, damage or liability is due directly to the negligence or intentional misconduct of DMV. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

21.2 Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$10,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$20,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents and employees to be named as an additional insureds on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy, to DMV all in an electronic format acceptable to DMV prior to the Effective Date evidencing such coverage. Contractor shall not begin

Performance until the delivery of these 3 documents to DMV. Contractor shall provide an annual electronic update of the 3 documents to DMV on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

21.3 The insurance required by this Section 21, Risk of Loss & Insurance; Performance Bond, shall be written on an occurrence basis as opposed to “claims made” basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DMV in its sole discretion.

21.4 During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the DMV.

21.5 Throughout the Term, Contractor and Contractor Parties shall maintain, at their sole cost and expense, an Information Security and Privacy Insurance policy with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor and Contractor Parties in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

21.6 On the Effective Date, Contractor shall obtain a payment and performance bond with respect to its obligations under this Contract in the amount of not less than \$10 million (\$10,000,000) (the “**Performance Bond**”). The Performance Bond shall be issued by a surety approved by DMV in its discretion and rated A⁺ by A. M. Best Company, Inc. and AA or higher by Standard & Poor’s Ratings Group or Moody’s Investor Services. The Performance Bond shall be in form and substance satisfactory to DMV.

21.7 Contractor shall maintain throughout the Term the Worker’s Compensation and Employer’s Liability liability insurance policies in accordance with the requirements of **Exhibit B**. Contractor shall provide the State a certificate of insurance evidencing such insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the DMV.

21.8 Contractor shall maintain throughout the Term automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed used in connection with this Contract by providing for a total limit of \$1,000,000 for all damages

arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

Section 22. Deliverable Alterations

22.1 Any Alterations of any hardware Deliverable requested by DMV may be made only with the prior written consent of Contractor. Such consent shall be provided without cost to DMV, unless the Parties agree that DMV will pay the costs associated with the Alterations. When providing DMV with written consent to the Alteration of Licensed Software, Contractor shall specify which parts of the Deliverable being altered will continue to be subject to Section 12, Software Maintenance & Support.

22.2 Except as specified in **Exhibit B**, **Exhibit I** or as otherwise agreed by Contractor and DMV in writing, any and all inventions or improvements to computer programs or base software that are specifically developed by Contractor and paid for by DMV pursuant to this Contract, and any and all authentication and fulfillment processes designed for the State, shall be and become the property of the State. The State shall retain all ownership rights to all such inventions and improvements.

22.3 If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable, or increases substantially the costs of maintenance and support, or creates a safety hazard, then Contractor shall, upon receipt of written notice from DMV, promptly restore the Deliverable to its pre-altered condition

22.4 Where DMV makes any Alteration of Licensed Software without prior written consent of Contractor, DMV shall upon Contractor's request return that software to its original condition. If DMV refuses to comply with such request, then Contractor shall have no further obligations with respect to such Altered Deliverable under Section 12, Software Maintenance & Support, Section 14, System Reliability & Performance Criteria, Section 15, System Warranties or Section 16, Special Installation Warranties.

22.5 Subject to the State's rights identified in Section 5 and Section 22.2, Contractor may develop and market a new or substantially different Deliverable that either uses or performs all or part of the functions performed by an installed Deliverable developed for the State. Nothing contained in this Contract gives the State any rights with respect to such new or different Deliverable.

Section 23. General Provisions

23.1 Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.

23.2 If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of this Contract shall be unimpaired and the invalid provision shall be replaced by a provision that comes closest to the intention underlying

the invalid provision. Contractor shall comply with all applicable federal and state statutes, regulations, Executive Orders and policies referenced in this Contract to the extent that they are applicable to Contractor in connection with its Performance.

23.3 All references in this Contract to any Federal, State, or local law, statute, public or special act, ordinance, regulation, code or Executive Order as they may be amended or superseded at any time (collectively, “**Enactments**”). Notwithstanding any language in this Contract that relates to the Enactments, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of the Enactments as if their most current language had been used in and requirements incorporated into this Contract at the time of execution. All references in this Contract to the Enactments shall be only for general information purposes, as it is not the intent of the parties to provide a definitive or comprehensive review, analysis, interpretation or any conclusive statement as to the content of the Enactments.

23.4 The failure at any time by DMV or Contractor to require that any one of them comply with any provision of this Contract shall not, in any way, affect the full right to require compliance at any time thereafter. The failure of DMV or Contractor to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

23.5 In any case where notice, consent or approval of DMV or Contractor is required, such notice, consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of DMV or Contractor. Such consent or approval shall apply only to the given instance and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by DMV or Contractor.

23.6 DMV shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

23.7 Except as may be otherwise provided for in this Contract, DMV shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

23.8 Force Majeure

23.8.1 The Parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.

23.8.2 If a Force Majeure Event prevents a Party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (a) that Party uses reasonable efforts to comply (b) that Party’s failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii)

develop and maintain a reasonable contingency plan to respond to Force Majeure Events, and (c) that Party complies with its obligations under subsection (3) of this section.

23.8.3 If a Force Majeure Event occurs, then the noncomplying Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on its obligations under the Contract, and how long the noncomplying Party expects the noncompliance to last. Thereafter, the noncomplying Party shall update that information as reasonably necessary, or as the other Party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other Party and to resume complying with its Performance and obligations under this Contract.

23.8.4 Failure to provide written notice of any Force Majeure Event as soon as the noncomplying Party becomes aware of it, or failure by the other Party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations; provided that Contractor shall not be required to notify the DMV or the State of Force Majeure Events resulting from any laws, executive orders, or ordinances issued by a Connecticut governmental authority relating to COVID-19 or similar pandemics.

23.9 Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to DMV or the State in any of Contractor's advertising or news releases.

23.10 DMV shall cooperate with Contractor in its Performance, including, (a) providing Contractor with timely access to data, information, and personnel of the State; (b) providing an infrastructure environment that complies with the Specifications; and (c) promptly notifying Contractor of any issues, concerns or disputes with respect to the Performance. Contractor shall not be responsible for, among other things, the performance of DMV's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by DMV for purposes of the Performance, except to the extent that the Contractor requests specific performance of DMV's personnel and agents and specific data and information.

23.11 Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

23.12 All covenants, representations and warranties in this Contract given by or on behalf of Contractor, shall bind and inure to the benefit of the respective successors and permitted assigns of the State. Contractor may assign this Contract but only with the prior written consent of DMV. Contractor may not delegate any of its obligations under this Contract without the prior written consent of DMV; provided that Contractor's entering into Participation Agreements for Test Centers approved by DMV and Contractor's entering into Participation Agreements and Compliance Action Plans for Fleet Testing

Stations approved by DMV shall not be considered an assignment of this Contract or delegation of any of Contractor's obligations. For purposes of this Section 23.12, General Provisions, any transfer of a controlling interest in Contractor is deemed to be an assignment.

23.13 In addition to all other remedies available, the State, in its sole discretion, may setoff and withhold (a) any third party costs or expenses and documented internal costs or expenses (such as overtime) that the State incurs resulting from Contractor's unexcused non-Performance under this Contract and unexcused non-performance under any Other Contractor Agreement with the State, and (a) any other amounts of whatever nature that are due from the State to Contractor under any Other Contractor Agreement, against amounts otherwise due to Contractor under this Contract, or under any Other Contractor Agreement. The State's right of setoff and right to withhold are not the State's exclusive remedies for Contractor's Breach, all of which remedies survive any setoffs and withholdings by the State. As used in this Section, the term "Other Contractor Agreement" refers to any written agreement or arrangement that Contractor has with the State as of the Effective Date. The State's right of setoff and right to withhold are not the State's exclusive remedies for Contractor's Breach, all of which remedies survive any setoffs and withholdings by the State.

23.14 This Contract may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties or entities approving this Contract as to form, and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

23.15 Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

23.16 The State will afford due regard to Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Contractor's proposal submitted in response to the RFP and the Contract are subject to FOIA and all corresponding rules, regulations and interpretations. In making such a request, Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Rather, in the request Contractor shall identify those particular sentences, paragraphs, pages or sections that Contractor believes are exempt from disclosure under FOIA and shall provide an explanation and rationale sufficient to justify each exemption consistent with FOIA. Contractor shall state its explanation and rationale in terms of the prospective harm to the competitive position of Contractor that would result if the identified material were to be

released and the reasons why the materials are legally exempt from release pursuant to FOIA. To the extent that any other provision or part of the Contract, especially including the proposal, conflicts or is in any way inconsistent with this Section 23, General Provisions, this Section 23, General Provisions controls and the conflicting provision or part shall not be given effect. If Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the State will endeavor to keep said information confidential to the extent permitted by law. The State, however, has no obligation to initiate, prosecute, defend or participate in any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to FOIA or other requirements of law.

Section 24. Communications

24.1 Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or its terms shall be directed to:

The State or DMV:	Department of Motor Vehicles 60 State Street Wethersfield, CT 06161 Attention: John Getsie
Contractor:	Opus Inspection, Inc. 7 Kripes Road East Granby, CT 06026 Attn: Jim Sands

with a copy to:
Wyrick, Robbins, Yates & Ponton LLP
Lake Boone Trail, Suite 300
Raleigh, NC 27607
Attn: Kurt R. Dumaw

24.2 Details concerning Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

DMV:	John Getsie
Contractor:	Jack Pierce, Program Manager.

Section 25. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority

of Contractor takes or threatens to take any personnel action against any employee of Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of Contractor.

Section 26. Disclosure of Public Records Provision

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Section 27. Forum & Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing in this provision constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. Contractor waives any objection it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Section 28. Breaches & Liquidated Damages

28.1 If one party (the "**Non-breaching Party**") determines that the other (the "**Breaching Party**") has failed to comply with any of the Breaching Party's corresponding Contract obligations (each, a "**Breach**"), then the Non-breaching Party shall provide written notice of such failure (each, a "**Notice of Breach**") to the Breaching Party in

accordance with this Contract. The Non-breaching Party shall provide the Breaching Party an opportunity to remedy the Breach for not fewer than (30) calendar days from the date the Notice of Breach is provided. However, if Contractor is the Breaching Party, then DMV may set forth any remedy period in the Notice of Breach (if so provided, the “**Remedy Period**”), so long as the Remedy Period is otherwise consistent with the provisions of this Contract. The Non-breaching Party shall extend the Remedy Period if it is satisfied in its sole discretion that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

28.2 If DMV determines that the Contractor has committed a Breach, then DMV may require the Contractor to, and Contractor shall, prepare and submit to DMV a Corrective Action Plan (“**CAP**”) in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor’s assessment or diagnosis of the Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and, a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to DMV within ten (10) Business Days following DMV’s request for the CAP for DMV’s review and approval. Within 10 Business Days of receiving the CAP, DMV must either approve the CAP, or, reject it by delivering to the Contractor a written explanation for the rejection. If DMV fails to accept or reject the CAP within the 10 days, then the CAP is deemed to have been approved, without more. DMV’s explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner as to make it likely that DMV then will approve the CAP when the Contractor re-submits it to DMV for review and approval. If DMV rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (a) DMV accepts a CAP, (b) DMV waives its right to receive a CAP, (c) the Contractor remedies the Breach, (d) DMV waives the Breach, or (e) DMV makes a determination to Terminate the Contract. After the first rejection, each of the Parties will have 5 Business Days, instead of 10, within which to revise and 5 Business Days within which to review the CAP. Each subsequent revision and review will be for up to 3 Business Days each, instead of 10 or 5.

28.3 Notwithstanding the submission and DMV’s action on the CAP, Contractor shall remain subject to the pricing in **Exhibit C**, Pricing Schedule, and adjustments under Section 14, System Reliability & Performance Criteria, for Contractor’s failure to achieve all Performance Criteria and shall remain subject to DMV’s remedies for a Breach described in Section 15, System Warranties, and Section 16, Special Installation Warranties, and Section 28.4 below. The approval of a CAP does not excuse Contractor’s earlier or current substandard Performance, relieve Contractor of its duty to comply with Performance Criteria set forth in the Schedules, prohibit the State from making permitted adjustments to Section 11, Payments & Credits, as described in Section 14, System Reliability & Performance Criteria, Section 28.4 below, and **Exhibit F**, Milestone Schedule & Service Level Agreements (SLAs), or prohibit the State from pursuing any other additional remedies or other approaches to compel the Contractor to correct substandard Performance.

28.4 Contractor shall establish, for the benefit of the State, a lock box or blocked account that shall have not less than \$300,000 deposited in it as security for the performance by Contractor of its obligations under this Contract (the “**Fund**”). Contractor’s establishment of the Fund is a condition precedent to the effectiveness of this Contract. The Fund shall be restricted to permit withdrawals solely by the State through individuals designated by the State. In accordance with this Section 28.4, the State shall have exclusive signatory control over the Fund and may withdraw such monies from the Fund that it, in its sole and absolute discretion, believes are due and owed to the State under **Exhibit F**, Milestones & Service Level Agreements (SLAs). Following any withdrawal from the Fund, the State shall provide to Contractor written notice including the Contract basis for such withdrawal or withdrawals. No other pre-conditions shall exist for the withdrawal of any money from the Fund. If the Fund is diminished below the required funded amount, Contractor shall replenish the Fund within seven (7) days of its receipt of written notice from DMV establishing the amount that must be deposited in order to replenish the Fund.

28.4.1 Contractor hereby assigns, pledges and grants to the State a security interest in all of Contractor’s right, title and interest in and to the Fund and all proceeds of the Fund. Contractor shall execute, at the State’s request, such documents as are reasonably necessary for the State to perfect its security interest in the Fund. Contractor shall, pursuant to an agreement in form and substance satisfactory to the State, cause the financial institution to agree to comply, without further consent of Contractor, at any time with instructions from the State to such financial institution directing the disposition of funds from time to time credited to such account.

28.4.2 Immediately following expiration or termination of this Contract and final resolution of all of the State’s outstanding Claims and any disputes between the Parties, the State will withdraw and remit to Contractor any balance remaining in the Fund and will execute and file a termination statement of any financing statement(s) filed to perfect its security interest in the Fund.

28.4.3 If Contractor fails to meet the performance standards set forth in **Exhibit F**, Milestones & Service Level Agreements (SLAs), the State will sustain significant and unquantifiable damages. The Parties acknowledge and agree that: (i) the damages that are to be expected as a result of a breach of this Contract are uncertain in amount and difficult to prove; and (ii) the Parties intend to liquidate damages in advance; and (iii) the amount stipulated in this Contract for such damages is reasonable in the sense that it is not greatly disproportionate to the amount of the damage which, as the Parties looked forward, seems to be the presumable loss that would be sustained by the State in the event of a breach of this Contract. Accordingly, the Parties do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this section is reasonable and an appropriate remedy as liquidated damages and not as a penalty. If Contractor fails to meet any of the performance standards set forth in **Exhibit F**, DMV shall notify Contractor that liquidated damages may be imposed if Contractor fails to meet such identified performance standard

within the timeframe specified by DMV. If liquidated damages are imposed due to Contractor's continued failure to meet any performance standard set forth in **Exhibit F**, Milestones & Service Level Agreements (SLAs), DMV is hereby authorized to withdraw from the Fund that amount assessed by DMV against Contractor as being owed under this Contract. If the balance of the Fund is less than the amount of liquidated damages, then the Contractor shall pay the balance to DMV no later than 10 days after receiving a demand from DMV.

28.4.4 Commencing on the Effective Date, DMV may complete an evaluation of Contractor's performance (the "**Quarterly Performance Evaluation**") on the last day of each three-calendar-month period thereafter throughout the Term, with the initial Quarterly Performance Evaluation period ending on March 31, 2021. The Quarterly Performance Evaluations shall be based on data collected from the EDBMS, other information provided by Contractor, and on monitoring activities of the State. DMV may seek Contractor's input in performing these evaluations. If Contractor fails to meet the minimum performance standard(s) established for such Quarterly Performance Evaluations as set forth in **Exhibit F**, Milestones & Service Level Agreements (SLAs), DMV, the State is presumed to have suffered damages due to such failure. To compensate the State for the costs of such noncompliance, Contractor authorizes the State to retain the amounts set forth in **Exhibit F**, Milestones & Service Level Agreements (SLAs), from the amounts deposited in the Fund in the amount determined during the Quarterly Performance Evaluation, which shall be deemed payment from Contractor in accordance with this Contract.

28.4.5 DMV may unilaterally assess and withdraw liquidated damages authorized pursuant to this Section 28.4 without an amendment to this Contract or Change Order.

28.5 If DMV determines that Contractor has Breached this Contract, then DMV may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that DMV notifies Contractor in writing prior to the date that the payment would have been due.

28.6 For purposes of DMV determining whether there is a Breach under this Contract, or whether any representation or warranty made by Contractor under this Contract is false or misleading, the Parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself were the subject of the Acts DMV considers in determining if a Breach, or, an instance of false or misleading statements, or both, occurred.

28.7 The Notice of Breach may include an effective Termination date that follows the applicable Remedy Period. If the identified Breach is not remedied by the stated Termination date, unless such date is modified by the Non-breaching Party in writing before such date, then no further action shall be required of either Party to effect the Termination as of the stated date at any time thereafter, and the State shall have the right

to terminate this Contract upon written notice to Contractor. If the Notice of Breach does not set forth an effective Termination date, then if such Breach continues beyond the applicable Remedy Period, the Non-breaching Party shall provide the Breaching Party no less than two (2) Business Days' written notice in advance before terminating this Contract.

28.8 DMV may terminate this Contract upon no less than two (2) Business Days' written notice in advance with no Remedy Period, if a final judgment (not reimbursed by insurance policies of Contractor, its parent or any of its subsidiaries) for the payment of money in excess of \$300,000 is rendered against Contractor or any of its subsidiaries and remains undischarged for a period of 30 Business Days during which execution has not been effectively stayed.

28.9 Notwithstanding any provisions in this Contract, DMV may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in Section 31, Representations & Warranties, and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of Section 27, Forum & Choice of Law. In case of such revocation or Termination, DMV will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

28.10 DMV may terminate this Contract with no Remedy Period if (i) Contractor files a formal or informal assignment for the benefit of its creditors, admits in writing its inability to pay debts generally when they become due, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of a nature described above or seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of Contractor or for all or any part of its property, or (ii) Contractor files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or consents to the filing of any petition against it under any such statute, law or regulation.

28.11 Notwithstanding any of the foregoing in this Section 28, Breaches and Liquidated Damages, if Contractor has been notified of its Breach with any of the SLAs or has been notified that it has Breached a term of this Contract and in either case failed to remedy the Breach timely, then DMV, at its option, may take any one or more of the following actions:

28.11.1 Require Contractor to replace each Deliverable at Contractor's expense with a Deliverable that complies with the Specifications, Performance Criteria, Documentation, System and all other requirements of this Contract;

28.11.2 Rescind the Deliverable without any charge, further obligation or financial liability. In the event of such rescission, Contractor shall refund to DMV all amounts paid to Contractor for such Deliverable under this Contract no later than fifteen (15) Business Days after rescission; and

28.11.3 Make claims under the Performance Bond.

28.12 None of the State's rights under this Section 28, Breaches and Liquidated Damages, diminishes the State's rights under Section 29, Termination & Remedies.

Section 29. Termination & Remedies

29.1 Notwithstanding any provisions in this Contract, DMV, through a duly authorized employee, may Terminate the Contract whenever DMV makes a written determination that such Termination is in the best interests of the State. DMV shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must modify or complete its Performance prior to such date.

29.2 Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other has Breached the Contract and failed to remedy the Breach, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

29.3 Notices of Termination must be sent in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DMV, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DMV or DMV (as directed in the notice) all Records. The Records are deemed to be the property of State and the Contractor shall deliver them to DMV or DMV (as directed in the notice) no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from DMV for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

29.4 Except for any work which DMV directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

29.5 DMV shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by DMV in accordance with Section 10, Deliverable Evaluation & Acceptance; System Acceptance, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive, and DMV will not tender to the Contractor, any payments for anticipated or lost profits. Upon request by DMV, the Contractor shall assign to DMV, or any replacement contractor which DMV designates, all subcontracts, purchase orders and other commitments, deliver to DMV all Records and other information pertaining to its Performance, and remove from State premises, whether

leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DMV (as directed in the notice) may request.

29.6 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

29.7 Termination of the Contract pursuant to this section shall not be deemed to be a Breach of contract by DMV.

29.8 Notwithstanding any Termination of this Contract, for a period of up to six (6) months after Termination for any reason, DMV may direct the Contractor to transition the Program to a new CTVIP program at the end of the Term, which may include but not be limited to assisting a different vendor in migrating all required legacy data to the new EDBMS in a manner that complies with all State-required DMV IT and BEST cyber IT interfaces and secure transport procedures. Contractor shall work with DMV and the new vendor to assist the new vendor in transferring the data as directed from Contractor's system and implementing and completing the essential extract, transform, and load (ETL) processes to prepare the data for inclusion in the new EDBMS databases.

Section 30. Software & Source Code Escrow

Contractor shall deposit copies of the source code and object code of all Licensed Software used in the System and all other Materials necessary to operate the System in accordance with this Contract (the "**Escrow Deposit**") with an escrow agent that is acceptable to DMV in its sole discretion, to be held and maintained under the terms of an escrow agreement that is acceptable to DMV in its sole discretion, subject to release to DMV upon the occurrence of any Triggering Event. Contractor shall make the initial deposit as a condition to DMV's acceptance of the System on the Acceptance Date for the System. Contractor shall update the Escrow Deposit with additional Licensed Software and Materials as a condition to DMV's acceptance of each Deliverable and each Improvement to the System throughout the Term. At the time of the initial deposit and each update, Contractor shall provide notice and an accurate and complete description of all Licensed Software and Materials that are in the Escrow Deposit. "**Triggering Events**" for a release of the Escrow Deposit, as amended and in effect throughout the Term, shall include:

30.1 if a substantial change in the ownership or management of Contractor occurs that has not been approved by DMV in advance; or

30.2 if Contractor does not comply with Section 28, Breaches and Liquidated Damages, and any such noncompliance continues for thirty (30) calendar days; or

30.3 if any of Contractor's assets or properties that are significant to this Contract are sequestered by or in consequence of a court order and such order remains in effect for more than sixty (60) days; or

30.4 if Contractor files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or consents to the filing of any petition against it under any such statute, law or regulation; or

30.5 if Contractor files a formal or informal assignment for the benefit of its creditors, admits in writing its inability to pay debts generally when they become due, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of a nature described above or seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of Contractor or for all or any part of its property; or

30.6 ninety (90) days after the commencement of any proceeding against Contractor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if such proceeding has not been dismissed; or

30.7 if a final judgment (not reimbursed by insurance policies of Contractor or any of its subsidiaries) for the payment of money in excess of \$300,000 is rendered against Contractor or any of its subsidiaries and remain undischarged for a period of 30 days during which execution has not been effectively stayed.

Section 31. Representations & Warranties

Contractor represents and warrants to the State for itself and Contractor Parties that:

31.1 each is a duly and validly existing entity under the laws of each such entity's respective state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and has the power and authority to execute, deliver and Perform its obligations under this Contract;

31.2 each will comply with all applicable State and federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to Connecticut General Statutes (a) Title 1, Chapter 10, concerning the State's Codes of Ethics; (b) Title 4a, Chapter 58 concerning State purchasing; and (c) section 22a-194a concerning the use of polystyrene foam;

31.3 the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice or lapse of time or both) a default under or breach of any of the following, as applicable: (a) any provision of law; (b) any order of any court or the State; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

31.4 each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into contracts by any governmental entity;

31.5 as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or any state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

31.6 each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

31.7 they have notified DMV in writing whether they have had any contracts with any governmental entity Terminated for cause within the 3 years preceding the Effective Date;

31.8 none has employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

31.9 to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect its business, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

31.10 each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that are of a nature that would be required to be disclosed on Form 8-K of the Securities Exchange Act of 1934 (the "**Exchange Act**"), whether or not Contractor is at that time subject to the reporting requirements of the Exchange Act, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;

31.11 each entity's participation in the RFP process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

31.12 the proposal submitted by Contractor in response to the RFP was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same RFP, and is in all respects fair and without collusion or fraud;

31.13 each is able to Perform under this Contract using its own resources or the resources of a party who has not submitted a proposal;

31.14 if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

31.15 each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; each has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

31.16 none owes unemployment compensation contributions;

31.17 none is delinquent in the payment of any taxes owed, or, has filed a sales tax security bond, and has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

31.18 all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, none shall allow any such registrations to lapse;

31.19 each Contractor Party has vested in Contractor plenary authority to bind Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DMV, such information as DMV may require to evidence, in their sole determination, compliance with this Section;

31.20 each either owns or has the authority to use all the Deliverables;

31.21 to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

31.22 to the best knowledge of Contractor, DMV's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

31.23 if any party shall procure any Deliverables, it shall sub-license such Deliverables such that DMV shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

31.24 each shall assign or otherwise transfer to DMV, or afford DMV the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to DMV.

Section 32. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware or after they should have become aware of any such Claims.

Section 33. AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Deliverable Schedule Updates, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

State of Connecticut, Department of Motor Vehicles
Connecticut Vehicle Inspection Program ("CTVIP")
Reference No. DMV-EM-2020

SIGNATURE PAGE OF AGREEMENT

The parties are executing this Contract on the date below their respective signatures.

OPUS INSPECTION, INC.

STATE OF CONNECTICUT,

BY: _____

NAME: Andy McIntosh
TITLE: President
Duly Authorized

BY: Sibogile Magubane

NAME: Sibogile Magubane
TITLE: Commissioner
Duly Authorized

DATE: January , 2021

DATE: 1/19/21

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

BY: _____

JOSEPH RUBIN
ITS ASSISTANT DEPUTY
ATTORNEY GENERAL

DATE: _____

State of Connecticut, Department of Motor Vehicles
Connecticut Vehicle Inspection Program ("CTVIP")
Reference No. DMV-EM-2020

SIGNATURE PAGE OF AGREEMENT

The parties are executing this Contract on the date below their respective signatures.

OPUS INSPECTION, INC.

STATE OF CONNECTICUT,

BY: 

BY: _____

NAME: Andy McIntosh
TITLE: President
Duly Authorized

NAME: Sibogile Magubane
TITLE: Commissioner
Duly Authorized

DATE: January 19, 2021

DATE: _____

**APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL**

Joseph Rubin, Asst. Digitally signed by Joseph Rubin,
Asst. Dep. A.G.
Date: 2021.01.22 09:56:08 -05'00'
BY: Dep. A.G.

JOSEPH RUBIN
ITS ASSISTANT DEPUTY
ATTORNEY GENERAL

DATE: _____

**State of Connecticut, Department of Motor Vehicles
Connecticut Vehicle Inspection Program (“CTVIP”)
Reference No. DMV-EM-2020**

EXHIBIT A

Alphabetical List of Acronyms

#	Number
ATP	Acceptance Test Procedures
BAR	Bureau of Automotive Repair
BEST	Connecticut Bureau of Enterprise Systems & Technology
BizNet	Connecticut Business Network
CDAS	Connecticut Decentralized Analyzer System
CAA	Clean Air Act Amendment of 1990
CTI	Certified Test Inspector
CIVLS	The Connecticut Integrated Vehicle Licensing System
CEC	Commissioners Evaluation Committee
CERF	Certified Emissions Repair Facility
CERT	Certified Emissions Repair Technician
CFR	Code of Federal Regulations
CTVIP	Connecticut Vehicle Inspection Program
DCF	Dilution Correction Factor
DEEP	Connecticut Department of Energy and Environmental Protection
DLC	Diagnostic Link Connector
DMV	Connecticut Department of Motor Vehicles
DTC	Diagnostic Trouble Code
EDBMS	Emissions Database Management System
EOPL	Effective Optical Path Length
EPA	U.S. Environmental Protection Agency
GVWR	Gross Vehicle Weight Rating
I/M	Inspection and Maintenance Program
IT	Information Technology
KOEO	Key On Engine Off
KOER	Key On Engine Running

MIL	Malfunction Indicator Light
MSA	Modified Snap Acceleration Opacity Test
OBDII	On-Board Diagnostics 2nd Generation
OBDIII	On-Board Diagnostics 3rd Generation
OBS	Operational Breakdown Structure
OPM	Connecticut Office of Policy Management
PCTSI	Preconditioned Two-Speed Idle
PM2.5	Particulate Matter 2.5 microns
ppm	Parts per Million
QA	Quality Assurance
QC	Quality Control
R.C.S.A.	Regulations of Connecticut State Agencies
REI	Repair Effectiveness Index
RFP	Request for Proposals
RSD	Remote Sensing Device
SAE	Society of Automotive Engineers
SIP	State Implementation Plan
VIN	Vehicle Identification Number
VIR	Vehicle Inspection Report
VLT	Vehicle Look-up Table
WBS	Work Breakdown Structure

**State of Connecticut, Department of Motor Vehicles
Connecticut Vehicle Inspection Program (“CTVIP”)
Reference No. DMV-EM-2020**

Defined Terms

Acceptance Date: is defined in Section 10, Deliverable Evaluation & Acceptance; System Acceptance.

Acceptance Period: means the time period during which the State may perform Acceptance Testing and Evaluation before confirming or declining a Service or Deliverable.

Acceptance: means the State has confirmed in writing that a Deliverable or the Contractor’s Performance of Services meets all the requirements of this Contract. The Acceptance Testing and Evaluation Criteria and the Acceptance Period for all necessary elements of the VIP are set forth in Section 4.5 and Section 10. The word “Acceptance” includes all parts of speech (i.e., “Accepte”, “Accepted”).

Agency: As used in **Exhibit B**, State of Connecticut Standard Terms & Conditions, means DMV.

Alteration: means modifying, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System, any Deliverable or any associated process.

BAR certified: In compliance with, and including written evidence thereof, certification standards established by the California Bureau of Automotive Repair, currently BAR 97, as may be amended or updated. (The State may consider the use of systems that are not BAR Certified provided that the Contractor provides, with their Proposal, proof through laboratory testing that the system(s) or component(s) meet or exceed all BAR Certification standards. Approval for use of non-BAR Certified systems shall be at the sole discretion of the State.)

Biometric Log on: Identity and Access Management (IAM) via unique individual physical traits necessary to access CTVIP digital & physical assets.

Business Day: means a day of the week recognized by DMV as a work day, exclusive of Sundays and any State or Federal holiday.

CAA: Federal Clean Air Act Amendments of 1990, 42, U.S.C. § 7401, *et seq.* (P.L. 101-549) as it may be amended from time to time. The term "CAA" in this document also includes legislation, regulation, policy and guidance set forth by federal agencies clarifying the Clean Air Act.

Certified Emissions Repair Facility (CERF): Licensed Connecticut repair facility employing a Certified Emissions Repair Technician (CERT).

Certified Emissions Repair Technician (CERT): Automotive technician successful in passing a State of Connecticut required training program devoted specifically to the repair of emission per 40 CFR 51.369 (c).

Certified Testing Inspectors (CTI): An individual trained and certified to perform official emission inspections in accordance with the requirements of 40 CFR § 51.367, and Regulations of Connecticut State Agencies, § 14-164c-10a.

Client Agency: As used in **Exhibit B**, State of Connecticut Standard Terms & Conditions, means DMV.

Challenge Test: A method available to a motorist when they question the validity of their vehicle's emissions test. It allows the motorist to dispute the test results at no charge to them. The vehicle is retested by an emissions Test Center or at referee station at no charge with DMV supervision.

Claims: All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

Commissioner: The Commissioner of the Department of Motor Vehicles.

Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to DMV, the Contractor, DAS or State.

Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DMV classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Connecticut Decentralized Analyzer System (CDAS): All hardware, software, peripherals and any necessary physical/digital products and equipment necessary to perform required emissions inspections at a Test Center. Some of these items are Workstations, Opacity Meters, Gas Cap testing equipment and any other new or existing emissions measurements and management methods.

Contract Administrator: Individual appointed by the Commissioner designated to act on behalf of the State for Contract administration purposes.

Contractor: Has the meaning set forth in the preamble of this Contract. “Contractor” also includes any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Contractor. The Contractor is responsible for Performing all Services and requirements under this Contract.

Contractor Parties: The Contractor and the Contractor’s members, principals, directors, officers, shareholders, partners, managers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity; provided that the entities that are parties to Participation Agreements for Test Centers approved by DMV and the entities that are parties to Participation Agreements and Compliance Action Plans for Fleet Testing Stations approved by DMV shall not be considered “Contractor Parties” by virtue of their performing services under such agreements.

Contractor’s Proposal: Contractor’s proposal dated March 11, 2020 in response to the Connecticut Enhanced Vehicle Inspection Program, RFP # DMV-EM-2020.

Corrective Action Plan, or CAP: A detailed written plan produced by Contractor at the request of DMV to correct or resolve a Contractor deficiency or deficiencies identified by DMV in accordance with Section 28.3.

CTVIP: The Network of Test Centers, equipment, hardware, emissions database and the software integration from CDAS to EDBMS relayed daily to CIVLS or any future vehicle registration platform the State may implement. The physical/digital communications between Test Centers' CDAS network and the EDBMS solution will allow for business reporting, technology operation and administrative features.

DAS: means the Connecticut Department of Administrative Services.

Deliverable: Each (i) Good, Service, Licensed Software, Maintenance Services, Improvement, Replacement Deliverable, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (ii) warranty that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor’s overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor that has been approved in writing in advance by DMV.

Deliverables Document: The sections of **Exhibit I** that set forth and describe the Deliverables that are to be provided or made available to the State under this Contract and the specific requirements and terms applicable to those Deliverables.

Deliverables Implementation Schedule: The sections of **Exhibit I** that itemize the schedule for Performance and delivery phases, including but not limited to **Schedule 4.1.3**, the Go-Live Date, dates of completion and the procedures for Acceptance by DMV, as applicable or appropriate, for the specific Deliverables to be provided pursuant to this Contract, subject to extension by DMV of the Go-Live Date and the dates of completion upon providing not less than such advance notice to Contractor as DMV gives in accordance with **Section 21**, Communications.

Deliverables Schedule Update: Any and all updates to **Exhibit I** made in accordance with Section 5, Grant of License and Acquiring Deliverables, to make additional Deliverables available under this Contract or to alter the pricing listed in **Exhibit C**.

Department: As used in **Exhibit B**, State of Connecticut Standard Terms & Conditions, means DMV.

DMV: As used herein, shall mean the Department of Motor Vehicles of the State of Connecticut (“DMV”), with offices located at 60 State Street, Wethersfield, Connecticut 06161.

DMV Data: Any data or information of DMV that Contractor receives or creates by any means and in any form in connection with the negotiation of this Contract, any Deliverables or Performance, including data and information with respect to any one or more of the following: operations, facilities, and regulatory compliance.

DMV Regulations: DMV promulgated regulations providing for emissions criteria for motor vehicle inspection and maintenance program pursuant to the statutory authority of Connecticut General Statutes § 14164c, as amended from time to time.

DMV Business Day: A calendar day or portion of a day on which DMV is open.

DMV Business Hours: The hours during a DMV Business Day during which DMV is open.

Documentation: All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

EDBMS: DMV emissions data base management system. This is the data center where all current and cumulative vehicle inspection test, repair data, customer personal, private information, DMV audit records, Test Center information, Certified Test Inspector records, Certified Emissions Repair Facility data, Certified Emissions Repair Technician data, is contained. The EDBMS is equivalent to the industry standard term "Vehicle Inspection Database" (VID).

EPA Regulations: Final rules of the EPA establishing performance standards and requirements for motor vehicle emissions inspection programs. See § 182 of the CAA appearing at 40 CFR Part 51, Subpart S, as amended, 40 CFR Parts 85 and 86, as amended, and all EPA technical guidance publications.

Expiration: The satisfactory end and conclusion of this contract based upon mutual performance and acceptance of Contract terms completed.

Fleet Testing Stations: A testing location that is part of the Network of Test Centers for performing emissions tests on fleet vehicles.

FOI or FOIA: The Freedom of Information Act as set forth in the Connecticut General Statutes and Code of Federal Regulations.

Force Majeure Event: Any strike, lockout, riot, sabotage, rebellion, insurrection, act of war, act of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemic, pandemic, natural disaster, government shutdown or act of God, including specifically any shutdowns, delays, suspensions, or reduced operations due to COVID-19 or any laws, executive orders, or ordinances relating thereto issued by a federal governmental authority, the State, or a governmental authority within the State of Connecticut.

Full-Service Test Center: A Test Center providing all emissions test types on all eligible vehicles regardless of fuel type or model year, and VIN verification.

Go-Live Date: The date of enterprise-wide installation of the System, upon and after which the System must Perform enterprise-wide in accordance with the Documentation, as the date may be extended from time to time in accordance with this Contract.

Goods: All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, Licensed Software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

GVWR: The loaded gross vehicle weight rating as defined and specified by EPA CFR delegation corresponding with the vehicle manufacturer.

Idle Test PCTSI: Pre-Conditioned Two Speed Idle (PCTSI) test. An exhaust emission test sampling and analysis performed while the vehicle engine is operating at or approximately at the vehicle manufacturers' recommended normal curb idle speed. The idle test may involve conditioning the vehicle at a vehicle drive-wheel speed of approximately 30 miles per hour.

Implementation Phase: The second phase of Contractor's implementation of the Program, during which Contractor shall provide the Deliverables in accordance with the Milestones and as described in **Exhibit F** and **Exhibit I**.

Improvement: Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new

versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to Software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

Initiation and Planning Phase: The first phase of Contractor's implementation of the Program, commencing on the Effective Date, during which Contractor shall accomplish the implementation tasks and provide the Deliverables in accordance with the Milestones and as described in **Exhibit F** and **Exhibit I**.

Key Personnel: The individual employees of Contractor who, from time to time, hold positions with the job functions described in Section 4.2.

Licensed Software: Any and all computer programs provided by Contractor in connection with the Deliverables for which DMV and the State acquire a perpetual, personal, non-exclusive, non-transferable license to access and use, but does not acquire the Licensor's title to, such computer programs.

Licensor: The person or entity who licenses all or any part of a Deliverable either to the State, in the case of the Contractor, or to the Contractor, in the case of a third-party provider.

Maintenance Phase: The third phase of Contractor's implementation of the Program, commencing on the Start Date, during which Contractor shall provide the Deliverables in accordance with the Milestones and as described in **Exhibit F** and **Exhibit I**.

Maintenance Services: The software and process support services described in Section 12, Software Maintenance & Support, and **Exhibit I**.

Materials: Collectively, software programs, Licensed Software, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

MIL: A vehicle's malfunction indicator light alerting CTI to proper diagnostic codes for determining repair.

Milestone Date or Milestone: A date upon which Contractor commits to deliver a Deliverable under this Contract.

MSA: Modified snap acceleration opacity test.

Network of Test Centers: The location of Test Centers based upon population.

Notification: The emissions test due date notification letter sent to vehicle owners by Contractor.

OBDII Only Test Center: A Test Center only providing OBDII emissions inspections.

On-Board Diagnostic (OBD) Inspection: Performing an inspection of the vehicle's on-board diagnostic system (OBD II or OBD III) as per EPA 420-R-01015, June 2001.

OBD Plus Test Center: Test Center perform emissions testing on all vehicles except 2007 and older diesel-powered diesel vehicles.

Opacity Test: Measures the amount of light transmitted through a diesel exhaust plume.

OPM: The Connecticut Office of Policy & Management

PCTSI: Pre-conditioned two speed idle (PCTSI) test.

Perform: All acts and things of Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill and accomplish this Contract fully. The word "Perform" includes all parts of speech (i.e., "performance", "performing").

Performance Criteria: Operation of the Deliverables in compliance with all Specifications and the Documentation and complying with the requirements in Section 14, System Reliability & Performance Criteria and **Exhibit F**

Personally Identifiable Information (PII or pii): A type of data that identifies the unique identity of an individual. It is one of the most basic forms of personal information and includes an individual's photograph or computerized image, social security number, operator's license number, name, gender, address, telephone, email address, medical or disability information or basic data information that is electronically stored within a device or application.

ppm: parts per million

Pricing Schedule: The Pricing Schedule attached to this Contract as Exhibit C, which, when read in conjunction with **Exhibit I**, lists the Deliverables to be provided by Contractor and establishes the components, unit pricing and price schedules for each Deliverable.

Project Manager: The individual appointed by Contractor responsible for the development and implementation of the CTVIP.

Proposal: The Contractor's written offer to provide Goods or services to the State in response to the RFP.

Purchase Order: A written or electronic document that DMV issues for one or more Deliverables in accordance with the terms of this Contract.

Records: All working papers and such other information and Materials furnished to or prepared by Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

Replacement Deliverable: Any new Deliverable that replaces a previously accepted Deliverable.

Request for Proposals (RFP): The Request for Proposals to operate the Connecticut vehicle inspection program including all schedules, exhibits and addenda attached.

Retail Test Center: A Test Center that is part of the Network of Test Centers for performing emissions tests on vehicles other than fleet vehicles.

Roadmap Meetings: Meetings conducted not less frequently than once each calendar year, that must be attended by the Project Administrator and the Program Manager of Contractor, pursuant to an agenda developed by Contractor, subject to review and amendment by DMV, for purposes of, including without limitation: (i) reviewing Contractor's Performance for the preceding 12 calendar months, (ii) problem resolution, (iii) reviewing Contractor's achievement of SLAs, (iv) DMV's raising any potential changes to the Schedules or the Program Plan on a prospective basis, and (v) Contractor's presentation of any then-current or emerging issues observed in the industry, current or then-current or emerging technology developments, and software and other Deliverables enhancements that may be developed or in the process of being developed or tested.

Service Day: Each day of the week, consisting of 24 consecutive hours and commencing at 12:00 midnight.

Service Level Agreement or SLA: Those Performance standards, response times and associated obligations set forth in or referenced in Section 14, System Reliability & Performance Criteria, and in **Exhibit F**, Milestones & Service Level Agreements (SLAs).

Services: "Service(s)" means all services to be provided by Contractor pursuant to this Contract, including, without limitation, software development, software integration, administrative services, maintenance services, consulting services, training services, data warehousing, operations, support and any other services specified in the Schedule of Services, whether provided by the Contractor or by a third party as a supplier or Subcontractor to the Contractor.

Site: Those locations specified by DMV where Deliverables are to be installed, Services rendered or Materials furnished.

Specifications: Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities or intended use or both, as more fully set forth in this Contract.

Standard Operations Procedures (SOP) manual: A publication produced by Contractor and Approved by DMV that describes all policies and procedures related to emission program staff and management performing their duties.

State Implementation Plan or SIP: The document outlining the Connecticut inspection and maintenance program with each section providing details on specific elements of the program required pursuant to 42 United States Code section 7511a, section 182(c)(3)(A) of the Clean Air Act Amendments of 1990.

State Point of Contact: The individual designated by the Commissioner as the single point of contact for Contractor during the proposal and evaluation processes.

State Project Manager: The individual designated by the Commissioner who shall act as the representative of the State and be responsible for all CTVIP development, implementation, approvals, Acceptance and the like.

State: The State of Connecticut, or any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision thereof.

Subcontractor: Any Person or entity (other than employees of the Contractor) hired by Contractor to perform work or provide any of the services described in this Contract. Contractor represents and warrants that it shall not use any Subcontractors in Performing Services under this Contract.

System: Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Contract, including without limitation all steps necessary for the achievement and continuing functioning of the Program.

Termination: An end to the Contract prior to the end of its agreed Term whether effectuated pursuant to a provision of the Contract or for a breach. Termination may also include, in its proper context, the Expiration of the Contract Term.

Test and Repair Center: Test Center performing both emissions tests and emissions related repairs.

Test Center Participation Agreement: The legal contract, approved as to form by DMV, between the Contractor and an eligible DMV licensed business that officially recognizes a Test Center as an official emissions testing facility.

Test Center: Those independently owned facilities that have, by agreement with Contractor, opted to participate in the CTVIP as an official emissions testing facility as evidenced by the execution of a Test Center Participation Agreement and approval by DMV.

Test Fee: The motorist per-test fee pursuant to C.G.S. 14-164c(k)(1). The CTVIP test fee is \$20 per test.

Test Lane/Bay: The area in a Test Center, approved by DMV, that is dedicated exclusively to the performance of emissions inspections.

User Acceptance Test (UAT): Those procedures that permit the State to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

Warranty Period: The Term of this Contract, beginning on the Acceptance Date for the subject Deliverable.

Work Breakdown Structure (WBS): The complete project schedule for the Deliverables associated with the Program, including the Initiation and Planning Phase, Implementation Phase and the Maintenance Phase (sometimes referred to as the operations phase), in the form of a Gantt Chart, as it may be amended from time to time in accordance with this Contract. The WBS is sometimes referred to as the “Program Plan” or the “Project Plan.”

Workstation: The complete set of hardware, software, testing equipment and accessories residing at a Test Center and necessary to conduct emission inspections, including equipment used for quality control. This includes, but is not limited to, the computer, modem, printer, test and communications software to connect to the EDBMS.