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# State of New Hampshire

## DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

May 15, 2017

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

### Requested Action

Authorize the Department of Safety, Division of Motor Vehicles, to exercise the renewal option of the contract with Conduent State & Local Solutions, Inc., formerly Xerox State & Local Solutions, Inc., (VC#174856-B002), Phoenix, Arizona, in an amount not to exceed \$72,916.00, increasing the contract amount from \$600,006.00 to a total of \$672,922.00 to provide International Registration Plan (IRP) VISTA/RS and Performance and Registration Systems Management (PRISM) VISTA/SE systems maintenance and intellectual property licensing. The original contract was approved by the Governor and Executive Council on April 23, 2014, as item #86. This contract amendment is effective upon Governor and Executive Council approval through November 30, 2017. Funding Source: 100% Agency Income (Cost of Collections).


Funds are anticipated to be available in SFY2018 as follows, contingent upon continued appropriations.

02-23-23-233015-31090000	Dept. of Safety – Div. of Motor Vehicles – International Registration Program	<u>SFY2018</u>
103-502664	Contracts for Op Services	\$72,916.00

### Explanation

This contract amendment will continue to provide International Registration Plan (IRP) VISTA/RS and Performance and Registration Systems Management (PRISM) VISTA/SE systems maintenance services to the Division of Motor Vehicles (DMV) through November 30, 2017. The VISTA/RS program provides all of the processing services and software necessary for New Hampshire to remain compliant with IRP requirements. This includes the registering of vehicles weighing more than 26,000 pounds, collection of the appropriate fees, and the redistribution of those fees to the states in which the vehicles will operate, based on miles traveled in each jurisdiction. Conduent State & Local Solutions, Inc. maintains the system and automatically updates VISTA/RS with all changes to the IRP requirements adopted or implemented by the participating jurisdictions. The VISTA/SE program provides the jurisdictions with the ability to establish a system of accountability of those who are responsible for the safety of vehicles. The system also provides for the denial, suspension, and revocation sanctions for unsafe carriers to improve safety records. This system allows the tracking of vehicles through the U.S. Department of Transportation Number and the Tax Identification Number. Approval of this contract amendment will ensure that the IRP systems will continue to operate in the State of New Hampshire registering applicable commercial vehicles through November 30, 2017.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety



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

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

**Denis Goulet**  
*Commissioner*

May 16, 2017

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Conduent State & Local Solutions, Inc., formerly Xerox State & Local Solutions, Inc. to provide services as described below and referenced as DoIT No. 2014-041A.

This amendment is being requested in order to continue the provision of licensing, system maintenance and support for the motor vehicle International Registration Plan (IRP) VISTA/RS and the Performance and Registration Systems Management (PRISM) VISTA/SE. The IRP program provides all of the processing services and software necessary of New Hampshire to remain compliant with the federal IRP requirements. This includes the registering of vehicles weighing more than 26,000 pounds, collection of the appropriate fees and the redistribution of those fees to the states where the vehicles are going to operate based on miles traveled in each jurisdiction. Conduent State & Local Solutions, Inc. maintains the system and automatically updates it with all changes to the IRP requirements adopted or implemented by the participating jurisdictions.

The amount of this contract is \$72,916, increasing the current contract from \$600,006 to \$672,922. This contract shall become effective upon Governor and Executive Council approval through November 30, 2017.

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

Sincerely,

Denis Goulet

DG/kaf  
DoIT Contract # 2014-041A

cc: Irene Koffink, DoIT Contracts Manager  
Scott Hopkins, DOIT/DOS IT Lead

Amendment 1

International Registration Plan (IRP) Registration System  
Contract 2014-041

This Agreement (hereinafter referred to as the "Amendment") is by and between Conduent State & Local Solutions, Inc. (VC# 174856-B002), Phoenix, Arizona and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on April 23, 2014, as Item # 86 for the IRP Registration System, Xerox State & Local Solutions, Inc., now Conduent State & Local Solutions, Inc. agreed to provide certain registration software and functions to register New Hampshire based commercial fleets, calculate the correct fees and issue registration credentials for commercial vehicles that travel through multiple jurisdictions, based upon miles traveled and each jurisdiction's registration fees and in consideration of payment of certain fees as specified therein;

WHEREAS, DOS and Conduent State & Local Solutions, Inc., have agreed to amend the Agreement;

WHEREAS, pursuant to the Agreement Section 1.3 Contract Term, The term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2019, subject to approval by the Governor and Executive Council of the State of New Hampshire;

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

1. Amend Part 1 - Contract Agreement, General Provisions, Section 1.7, Completion Date from June 30, 2017 to reflect a new Completion Date of November 30, 2017.
2. Amend Part 1 - Contract Agreement, General Provisions, Section 1.8, Price Limitation by increasing the current amount of \$600,006.00 by \$72,916.00 to a new firm fixed price of \$672,922.
3. Amend Part 2 - Contract Exhibits, Exhibit B, Price and Payment Schedule, Section 1.1 Firm Fixed Price by replacing Table 3 – IRP Registration Services Summary in its entirety with the following.

<b>Position Title</b>	<b>Amendment approval through June 2014</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>Total</b>
Full Range of Services	\$75,006	\$175,000	\$175,000	\$175,000	\$72,916	\$0	\$672,922

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

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

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

Vincent J. Valdez 5/15/17  
Conduent State & Local Solutions, Inc.

By: Vincent J. Valdez  
Title: VP + Managing Director  
Company: Conduent State & Local Solutions, Inc.  
State of: Arizona  
County of: Maricopa

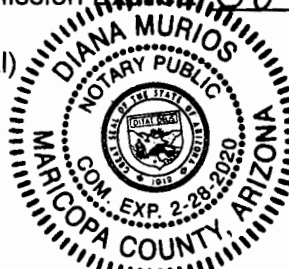
On the 15 day of May, 2017, there appeared before me in the state and county foresaid, a person who satisfactorily identified himself as Vincent Valdez and acknowledged that he executed this document.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires: 02/28/20

(Affix Seal)



Title: Director of Administration

STATE OF NEW HAMPSHIRE  
Department of Safety

By: [Signature]

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

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

On: May 30, 2017

GOVERNOR AND EXECUTIVE COUNCIL

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

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

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

**CERTIFICATE OF ASSISTANT SECRETARY**

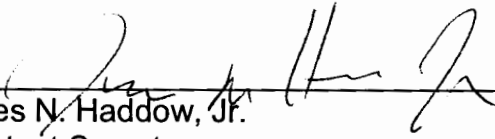
I, James N. Haddow, Jr., in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation ("Corporation"), am delivering this Certificate of Assistant Secretary to the New Hampshire Department of Safety, Division of Motor Vehicles ("DOS") in connection with Amendment 1 to the International Registration Plan Registration System Contract 2014-041 between DOS and the Corporation ("Amendment").

I do hereby certify that Vincent Valdez has a valid and current Power of Attorney from the Corporation dated April 11, 2017, pursuant to which he is authorized to sign the Amendment, and all documents associated therewith, on behalf of the Corporation.

**IN WITNESS WHEREOF**, I have set my hand to this Certificate as of this 15th day of May 2017.

CONDUENT STATE & LOCAL SOLUTIONS, INC.,  
a New York corporation

SEAL: \_\_\_\_\_

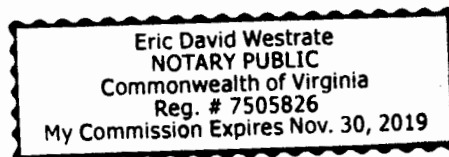
By:   
James N. Haddow, Jr.  
Assistant Secretary

Commonwealth of Virginia  
County of Fairfax

§  
§

This instrument was acknowledged before me on this 15th day of May 2017, by James N. Haddow, Jr., Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation, on behalf of said Corporation

  
Notary Public, Commonwealth of Virginia



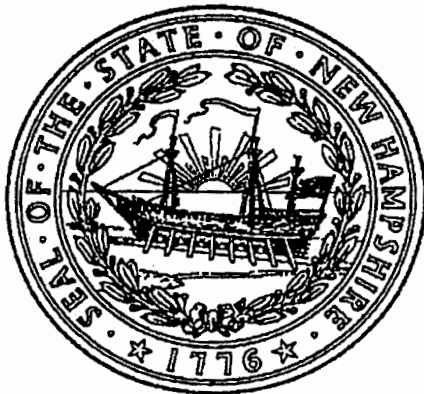
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONDUENT STATE & LOCAL SOLUTIONS, INC. is a New York Profit Corporation registered to transact business in New Hampshire on January 28, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 152777



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2017

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

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

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: ACS.CertRequest@marsh.com Fax: 212-948-0500  303099-STATE-GAWU-17-18	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : ACE Fire Underwriters Ins. Co.	20702	INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-008775371-02	<b>REVISION NUMBER:</b> 8
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27860485	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H09052653	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C49108771 (AZ, CA and MA) WLR C49108813 (AOS) SCF C49108850 (WI)	01/01/2017 01/01/2017 01/01/2017	01/01/2018 01/01/2018 01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> Department of Safety, Division of Motor Vehicles 23 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Daniel Rivera <i>Daniel D. Rivera</i>
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MV-REG-08-2012-02



# State of New Hampshire

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

RQ# 145099

DVC# 86

04-23-2014

JOHN J. BARTHELMES  
COMMISSIONER

March 20, 2014

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

### Requested Action

Authorize the Department of Safety, Division of Motor Vehicles, to enter into a contract with Xerox State & Local Solutions, Inc. (VC#174856-B002), Phoenix, Arizona, in an amount not to exceed \$600,006.00 to provide International Registration Plan (IRP) VISTA/RS and Performance and Registration Systems Management (PRISM) VISTA/SE systems maintenance and intellectual property licensing. Effective upon Governor and Executive Council approval through June 30, 2017, with an option for one two-year extension until June 30, 2019, at the sole option of the State. Funding Source: 100% Highway Funds.

Funds are available in the following account in the SFY2014 and SFY 2015 operating budgets and contingent upon availability and continued appropriations in SFY2016 and SFY 2017 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-31090000	Dept. of Safety – Div. of Motor Vehicles – Internat'l Registration Program				
502664	Contracts for Operational Services	<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>	<u>SFY2017</u>
		\$75,006.00	\$175,000.00	\$175,000.00	\$175,000.00

### Explanation

This contract will provide International Registration Plan (IRP) VISTA/RS and Performance and Registration Systems Management (PRISM) VISTA/SE systems maintenance services to the Division of Motor Vehicles (DMV). The VISTA/RS program provides all of the processing services and software necessary for New Hampshire to remain compliant with IRP requirements. This includes the registering of vehicles weighing more than 26,000 pounds, collection of the appropriate fees, and the redistribution of those fees to the states in which the vehicles will operate, based on miles traveled in each jurisdiction. Xerox State & Local Solutions, Inc. maintains the system and automatically updates VISTA/RS with all changes to the IRP requirements adopted or implemented by the participating jurisdictions. The VISTA/SE program provides the jurisdictions with the ability to establish a system of accountability of those who are responsible for the safety of vehicles. The system also provides for the denial, suspension, and revocation sanctions for unsafe carriers to improve safety records. This system allows the tracking of vehicles through the U.S. Department of Transportation Number and the Tax Identification Number.

Request for Proposal #2014-041 was posted to the State of NH website beginning July 17, 2013, with proposals due no later than September 26, 2013. In response, three (3) potential vendors submitted proposals by the submission deadline date. Each vendor was scored utilizing an average of individual scores from a six-person evaluation committee. The scoring committee consisted of the following positions: Supervisor of the Registration Bureau, DMV; Supervisor of the Operations Bureau, DMV; Supervisor of Cash Terminal Operations, DMV; Internal Audit, DMV; Internal Auditor, Road Toll Administration; and Systems Development Specialist VI, Department of Information Technology. After review of the proposals, the contract was awarded to Xerox State & Local Solutions, Inc. who had the highest overall score and the lowest cost to the state.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety



2014-041 International Registration Plan								
Company	Company Address	Software Solution 30 Pts max	Technical, Service and PM Exp and Approach 15 Pts max	Company Qualifications 7.5 Pts Max	Staffing Qualifications 7.5 Pts Max	Solution Cost	Solution Cost Points 40 Pts Max	TOTAL 100 Pts Max
Celtic/Z-Square	8961 East Bell Road, Suite 101, Scottsdale AZ 85260	12.5	8.5	4.3	4.5	\$ 2,020,204	13.9	43.6
Xerox	101 N. First Ave., Suite 2250, Phoenix AZ, 85015	13.6	8.9	5.8	4.5	\$ 700,000	40.0	72.8
Explore	2900 Lone Oak Parkway, Suite 140, Eagan, MN 55121	16.5	8.9	4.4	4.5	\$ 2,127,666	13.2	47.5
							Max Points	72.8

The scoring committee consisted of the following evaluators:

Chris Ialuna, Supervisor of the Registration Bureau, DMV: 3 years experience managing similar projects and processes.

Kelly Brudniak, Supervisor of the Operations Bureau, DMV: 12 years experience with the State of NH as a supervisor.

Amiee Adams, Supervisor of Cash Terminal Operations, DMV: 10 years experience working in the IRP bureau of DMV.

Tom Nickerson, Internal Audit, DMV: 12 years experience evaluating DMV programs and operations.

Christy Zanis, Internal Auditor, Road Toll Administration: 2 years experience as the State's IFTA and IRP audit supervisor.

Jeff Nivan, Systems Development Specialist VI, Department of Information Technology: 10 years experience working with and evaluating Information Technology proposals.

Definitions of Scoring Criteria:

Scoring of the Proposed Software Solution

Scoring focused on the following sub-factors for the software solution: overall fit, software features, and usability.

Scoring of Vendor Technical, Service, and Project Management Proposal

Scoring focused on the following sub-factor narratives: technical expertise, ability to provide professional services, and project management competence.

Scoring of Vendor Company and Staffing Qualifications

Scoring focused on the following sub-factors: corporate qualifications, organization and size of the vendor's proposed project team, qualifications of the proposed project manager, and qualifications of proposed key vendor staff.

Scoring the Software Solution Cost

Scoring focused on a total cost of providing registration services as described in RFP Appendix C for a period of three and a half years.

### Cost Scoring for RFP 2014-041

Cost Scoring for RFP 2014-041						
			Total Possible Points		40.00	
	Celtic/Z-Square		Xerox		Explore	
Annual Fee	Cost	Cost Score	Cost	Cost Score	Cost	Cost Score
SFY 2014	\$ 869,833		\$ 100,000			
SFY 2015	\$ 638,471		\$ 200,000		\$ 997,500	
SFY 2016	\$ 255,950		\$ 200,000		\$ 690,166	
SFY 2017	\$ 255,950		\$ 200,000		\$ 220,000	
SFY 2018					\$ 220,000	
<b>Overall Total</b>	<b>\$ 2,020,204</b>	<b>13.86</b>	<b>\$ 700,000</b>	<b>40.00</b>	<b>\$ 2,127,666</b>	<b>13.16</b>
Lowest Cost	\$ 700,000					



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

**Peter C. Hastings**  
*Commissioner*

March 31, 2014

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to conclude a contract with Xerox State & Local Solutions, Inc. to provide services as described below and referenced as DoIT No. 2014-041.

This contract is being requested in order to continue the provision of licensing, system maintenance and support for the motor vehicle International Registration Plan (IRP) commercial vehicle registration systems. The IRP program provides all of the processing services and software necessary of New Hampshire to remain compliant with the federal IRP requirements. This includes the registering of vehicles weighing more than 26,000 pounds, collection of the appropriate fees and the redistribution of those fees to the states where the vehicles are going to operate based on miles traveled in each jurisdiction. Xerox State & Local Solutions, Inc. maintains the system and automatically updates it with all changes to the IRP requirements adopted or implemented by the participating jurisdictions. The contract limit is \$600,006 and the completion date is June 30, 2017 upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".  
Peter C. Hastings

PCR/dcp  
DOS 2014-095

cc: David Perry, DoIT Contracts Manager  
Albert Sheldon, DOIT/DOS IT Lead

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES  
 INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM  
 CONTRACT 2014-041 PART 1 - CONTRACT AGREEMENT

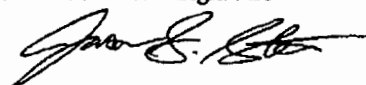
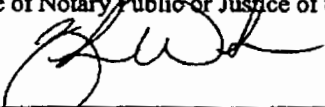
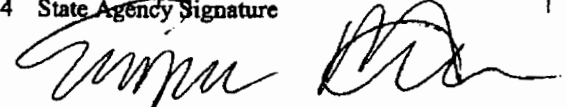
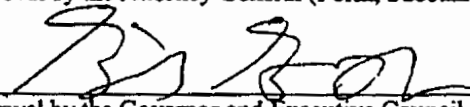
Subject: INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM FOR DOS DMV

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety, Division of Motor Vehicles		1.2 State Agency Address 23 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Xerox State & Local Solutions, Inc.		1.4 Contractor Address 101 N. 1 <sup>st</sup> Avenue, Suite 2250 Phoenix, AZ 85003	
1.5 Contractor Phone Number 602-412-2070	1.6 Account Number 02-23-23-233015-3109-103	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$600,006.00 firm fixed price
1.9 Contracting Officer for State Agency Elizabeth A. Bielecki		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jason S. Stern, VP; Managing Director	
1.13 Acknowledgement: State of Arizona, County of Maricopa  On March 7, 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Zachary T. Walker Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By:  On: 3/27/14			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

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

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



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**TERMS AND DEFINITIONS**

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

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



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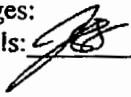
	Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and Xerox who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contracted Vendor/Vendor</b>	Xerox whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which Xerox must cure the default identified.
<b>Custom Code</b>	Code developed by Xerox specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by Xerox specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by Xerox during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency – Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software

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	Deliverable (letter, report, manual, book, other), provided by Xerox to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of Xerox's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by Xerox as essential to work on the Project.

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Xerox's initials: 

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<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to Xerox to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and Xerox’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by Xerox to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State’s and Xerox’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with Xerox on the Project
<b>Proposal</b>	The submission from Xerox in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.

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<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. Xerox allows the use of the software as a part of their service.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between Xerox and the State specifying the level of Service that is expected of, and provided by, Xerox during the term of the Contract.
<b>Services</b>	The work or labor to be performed by Xerox on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by Xerox under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by Xerox in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of safety, Division of Motor Vehicles 23 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Xerox. The Contract Agreement SOW defines the results that Xerox remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to

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	public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, Xerox, which is performing Services under this Contract under a separate Contract with or on behalf of Xerox
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to Xerox, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when Xerox is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	Xerox whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network

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<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which Xerox is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by Xerox during the Warranty Period.
<b>Work Hours</b>	Xerox personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by Xerox either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through Department of Safety, Division of Motor Vehicles (“State”), and Xerox State & Local Solutions, Inc., a New York Corporation, (“Xerox”), having its principal place of business at 101 N. 1<sup>st</sup> Avenue, Suite 2250, Phoenix, AZ 85003.

This contract will provide the State with an International Registration Plan (IRP) registration system to register New Hampshire based commercial fleets, calculate the correct fees and issue registration credentials for commercial vehicles that travel through multiple jurisdictions, based on miles traveled and each jurisdiction’s registration fees.

**RECITALS**

The State desires to have Xerox provide a Commercial-off-the-shelf Software System, and associated Services for the State;

Xerox wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

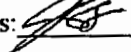
- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit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

**1.2 Order of Precedence**

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

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Xerox’s initials: 

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- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1*
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Department of Safety, Division of Motor Vehicles Contract 2014-014.
- d. RFP 2014-014 International Registration Plan Registration System, dated July 17, 2013, with addenda 1 and 2 incorporated; then
- e. Xerox's Proposal, dated September 26, 2013.

### 1.3 Contract Term

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

The Contract shall begin on January 1, 2014 or upon Governor and Executive Council approval, whichever is later and through June 30, 2017. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2019, subject to approval by the Governor and Executive Council of the State of New Hampshire.

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

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

**Time is of the essence in the performance of Xerox's obligations under the Contract.**

## 2. COMPENSATION

### 2.1 Contract Price

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

### 2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Xerox shall not be responsible for any delay, act, or omission of such other contractors, except that Xerox shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Xerox.

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**3. CONTRACT MANAGEMENT**

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

**3.1 Xerox's Contract Manager**

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

Jason S. Stein  
Vice President & Managing Director  
101 N. 1<sup>st</sup> Avenue, Suite 2250  
Phoenix, AZ 85003  
Tel: 602-412-2070  
Fax: 602-261-7991  
Email: [Jason.stein@xerox.com](mailto:Jason.stein@xerox.com)

**3.2 Xerox's Project Manager**

**3.2.1 Contract Project Manager**

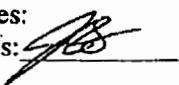
Xerox shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Xerox's selection of the Xerox Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Xerox Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Xerox's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**3.2.2** The Xerox Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Xerox's representative for all administrative and management matters. Xerox's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Xerox's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Xerox's Project Manager must work diligently and use his/ her best efforts on the Project.

**3.2.3** Xerox shall not change its assignment of the Xerox Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Xerox's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Xerox Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Xerox shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Xerox Project Manager, and Xerox shall continue during the ten (10) business day period to provide

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competent Project management Services through the assignment of a qualified interim Project Manager.

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

3.2.5 The Xerox Project Manager is:  
Melissa Cope  
Senior Client Analyst  
2222 Dividend Drive  
Columbus, OH 43228  
Tel: 614-771-4022  
Fax: 614-771-4016  
Email: [Melissa.cope@xerox.com](mailto:Melissa.cope@xerox.com)

### 3.3 Xerox Key Project Staff

3.3.1 Xerox shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Xerox Response Checklist*. The State may conduct reference and background checks on Xerox Key Project Staff. The State reserves the right to require removal or reassignment of Xerox's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

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

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

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

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**Xerox's Key Project Staff:**

**Key Member(s)**

Mark Hogan  
Xerox application staff  
Xerox client analyst Staff

**Title**

**IRP Program Manager**

**3.4 State Contract Manager**

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

Arthur Garlow  
Department of Safety  
Division of Motor Vehicles  
23 Hazen Drive, Concord, NH 03305  
Tel: (603) 227-4050  
Email: arthur.garlow@dos.nh.gov

**3.5 State Project Manager**

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

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

The State Project Manager is:

Chris Ialuna  
Department of Safety  
Division of Motor Vehicles  
23 Hazen Drive, Concord, NH 03305  
Tel: (603) 227-4050  
Fax: (603) 271-1061  
Email: [chris.ialuna@dos.nh.gov](mailto:chris.ialuna@dos.nh.gov)

**Reference and Background Checks**

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

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#### 4. DELIVERABLES

##### 4.1 Xerox Responsibilities

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

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

##### 4.2 Deliverables and Services

Xerox shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, Xerox represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

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

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

##### 4.4 System/Software Testing and Acceptance

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

##### 4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources,

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information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

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

## 5. SOFTWARE

### 5.1 COTS Software and Documentation

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

### 5.2 COTS Software Support and Maintenance

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

### 5.3 Restrictions

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

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

### 5.4 Title

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

## 6. WARRANTY

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

## 7. SERVICES

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

### 7.1 Administrative Services

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

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**7.2 Implementation Services**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

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

**8. WORK PLAN DELIVERABLE**

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Xerox shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Xerox from liability to the State for damages resulting from Xerox's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Xerox must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Xerox or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Xerox to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Xerox's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

**9. CHANGE ORDERS**

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

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

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

**10. INTELLECTUAL PROPERTY**

Upon successful completion and/or termination of the Implementation of the Project, Xerox shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to Xerox provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Xerox's' special utilities. Xerox shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

**10.1 State's Data**

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

**10.2 Xerox's Materials**

Subject to the provisions of this Contract, Xerox may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality

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provision of this Contract, Xerox shall not distribute any products containing or disclose any State Confidential Information. Xerox shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Xerox employees or third party consultants engaged by Xerox.

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

### 10.3 State Website Copyright

#### WWW Copyright and Intellectual Property Rights

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

### 10.4 Custom Software Source Code

Not applicable, this contract is software as a service.

### 10.5 Survival

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

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

### 11.1 Use of State's Information

In performing its obligations under the Contract, Xerox may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Xerox shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Xerox's performance under the Contract.

### 11.2 State Confidential Information

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



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

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

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

### 11.3 Xerox Confidential Information

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

### 11.4 Survival

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

## 12. LIMITATION OF LIABILITY

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**12.1 State**

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

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

**12.2 Xerox**

Subject to applicable laws and regulations, in no event shall Xerox be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Xerox's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

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

**12.3 State's Immunity**

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

**12.4 Survival**

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

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**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 Termination for Default**

Any one or more of the following acts or omissions of Xerox shall constitute an event of default hereunder (“Event of Default”)

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

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

- a. Unless otherwise provided in the Contract, the State shall provide Xerox written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If Xerox fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Xerox notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Xerox a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Xerox during the period from the date of such notice until such time as the State determines that Xerox has cured the Event of Default shall never be paid to Xerox.
- c. Set off against any other obligations the State may owe to Xerox any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Xerox shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

**13.2 Termination for Convenience**

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

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

**13.3 Termination for Conflict of Interest**

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

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

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

**13.4 Termination Procedure**

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Xerox shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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

#### 14. CHANGE OF OWNERSHIP

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

#### 15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2 Xerox shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Xerox of any of its obligations under the Contract nor affect any remedies available to the State against Xerox that may arise from any event of default of the provisions of the contract. The State shall consider Xerox to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

**16. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Jason S. Stein, VP & Managing Director	Christophe Ialuna State Project Manager (PM)	5 Business Days
<b>First</b>	Richard Bastan, Group President	Richard C. Bailey Jr, Director DMV	10 Business Days
<b>Second</b>	Dave Amoriell, EVP, COO Government and Transportation Sector	John J. Barthlemes Commissioner	15 Business Days

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

**17. ESCROW OF CODE**

- a. The Contract is Software as a Service and as such there are no license rights to protect, however State data for the current registration years plus the past four registration years is preserved in the Iron Mountain facility, backed up nightly and is available at the conclusion or termination of the contract for restarting the program.

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**18. GENERAL PROVISIONS**

**18.1 Travel Expenses**

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

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

**18.2 Shipping and Delivery Fee Exemption**

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

**18.3 Project Workspace and Office Equipment**

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

**18.4 Access/Cooperation**

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

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

**18.5 Required Work Procedures**

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

**18.6 Computer Use**

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Xerox access or attempt to access any information without having the express authority to do so.

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- c. That at no time shall Xerox access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Xerox must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Xerox. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Xerox is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**18.7 Email Use**

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

**18.8 Internet/Intranet Use**

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

**18.9 Regulatory Government Approvals**

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

**18.10 Force Majeure**

Neither Xerox nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Xerox’s inability to hire or provide personnel needed for Xerox’s performance under the Contract.

**18.11 Insurance**

**18.11.1 Xerox Insurance Requirement**

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



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18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department of Safety, 33 Hazen Drive, Concord, New Hampshire 03305, attention Arthur Garlow, Division of Motor Vehicles, 23 Hazen Drive, Concord, NH 03305.

**18.12 Exhibits**

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

**18.13 Venue and Jurisdiction**

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

**18.14 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

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EXHIBIT A  
CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Xerox shall provide the State with the International Registration Plan Registration System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

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

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

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

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

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	January 2014
2	Status Meetings	Non-Software	Ongoing as needed from January 2014
3	Work Plan	Written	30 days after Contract Approval
4	Conduct Research And Requirements Validation	Written	As needed for enhancements/modifications
5	Requirements Analysis Report	Written	As needed for enhancements/modifications
6	User acceptance testing	Software	As needed for enhancements/modifications
7	Performance Tuning and Stress	Software	As required

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	Testing		
8	Receive all application security test results	Written	As needed for enhancements/modifications
9	User sign-off	Written	As needed for enhancements/modifications
10	Implementation Plan	Written	As needed for enhancements/modifications
11	Business user training	Non-Software	As needed for enhancements/modifications
12	System Implementation	Software	As needed for enhancements/modifications
13	Interface with MAAP/VISION	Software	When Required
14	Completion of Warranty	Written	

**3. TRAINING DELIVERABLES**

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

**4. SOFTWARE LICENSES**

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

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$600,006.00 for the period between January 1, 2014 through June 30, 2017. Xerox shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Xerox to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Reference Number	Activity, Deliverable, or Milestone	Price
1	Conduct Project Kickoff Meeting	Included
2	Status Meetings	Included
3	Work Plan	Included
4	Conduct Research And Requirements Validation	Included
5	Requirements Analysis Report	Included
6	User acceptance testing	Included
7	Performance Tuning and Stress Testing	Included
8	Receive all application security test results	Included
9	User sign-off	Included
10	Implementation Plan	Included
11	Business user training	Included
12	System Implementation	Included
13	Interface with MAAP/VISION	Included
114	Completion of Warranty	Included



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<b>Table 2- Xerox Future Rates Pricing Worksheet (Hourly Rates)</b>					
<b>Position Title</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>
Project Manager	\$140.00	\$140.00	\$140.00	\$140.00	N/A
Sr. App. Developer	\$120.00	\$120.00	\$120.00	\$120.00	N/A
Client Analyst	\$92.00	\$92.00	\$92.00	\$92.00	N/A
Sr. Tech Specialist	\$96.00	\$96.00	\$96.00	\$96.00	N/A

**Table 3 – IRP Registration Services Summary**

<b>Position Title</b>	<b>Contract Approval Through June 2014</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>Total</b>
Full Range of Services	\$75,006	\$175,000	\$175,000	\$175,000	\$600,006

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$600,006 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Xerox for all fees and expenses, of whatever nature, incurred by Xerox in the performance hereof.

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

**3. INVOICING**

Xerox shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Xerox shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which

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payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:  
Division of Motor Vehicles  
Audit Section  
23 Hazen Drive  
Concord, NH 03305

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:  
Robert Lussier  
23 Hazen Drive  
Concord, NH 03305

**5. OVERPAYMENTS TO Xerox**

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

**6. CREDITS**

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

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EXHIBIT D  
Administrative Services**

**There are no special provisions**

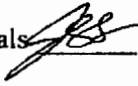
**1. STATE MEETINGS AND REPORTS**

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

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2014-041 Exhibit D Administrative Services

Initial All Pages:

Contractor's Initials 

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Exhibit D

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

- a. **Kickoff Meeting:** Participants will include the State and Xerox Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the Xerox Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Xerox shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed and updated at each Status Meeting in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

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

The Xerox Project Manager or Xerox Key Project Staff shall submit status reports at each status meeting in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Xerox's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Xerox shall produce Project status reports, which shall contain, at a minimum, the following:

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

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



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**Administrative Services**

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

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

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

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

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

**4. ACCOUNTING REQUIREMENTS**

Xerox shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Xerox shall maintain records pertaining to the Services and all other costs and expenditures.



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**5. WORK HOURS**

When on site Xerox personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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IMPLEMENTATION SERVICES**

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

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

- A. Xerox shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Xerox and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The Xerox team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. Xerox shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. Xerox shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. Xerox shall adopt an Implementation time-line aligned with the State's required time-line.

**1.2 Timeline**

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

**1.2.1 Change Management and Training**

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

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**2. IMPLEMENTATION METHODOLOGY**

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

**2.1 Hosted Server Access**

- a. Definition of "Hosted Server Access" - Xerox will:
- 1) Provide non-production access to a computer server or servers ("Hosted Server") with the operating system configuration specific in the Ordering document and Exhibit.
  - 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
    - a) Scheduled maintenance (at least once weekly – timing to be coordinated with the State);
    - b) Scheduled periods when backup of Hosted Server takes place – timing to be coordinated with the State;
    - c) Emergency (non-scheduled) outages,
    - d) Scheduled outages for application of patches or other modifications requested by the State;
    - e) Perform one (1) daily backup of development and test instances of Xerox programs and State test data present on the Hosted Server, and
    - f) Upon completion or termination of the Hosted Server Access, create a copy of State development and test instances, using a medium agreed upon in advance, to facilitate transition of such information to other computer hardware ("Decommission Backup"). Transition and migration services are not provided as part of the Services but may be acquired separately from Xerox.
- b. Conditions and assumptions related to Hosted Server Access:
- 1) State use of Hosted Server is limited to development, test, demonstration activities related to Xerox programs, and production purposes.
  - 2) Multiple customers may share the same computer server; the State instances shall be separated from other instances located on the same server using password protection.
  - 3) The State acknowledges that Xerox may use server and network equipment owned by Xerox or third-party hosting provider.
  - 4) The allocation of server resources is at Xerox's discretion. Requests for dedicated or additional servers, additional disk space, or other additional hardware will result in a higher fee.

**2.2 Network Services**

- a. Definition of "Network Services" - Xerox will:
- 1) In most cases, the State shall access its system using a web browser.
- b. Conditions and assumptions related to Network Services:

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- 1) Costs for equipment, labor and services to maintain Internet connectivity from within Xerox facilities are Xerox's responsibility. The State is responsible for any equipment, labor, and/or services necessary to set-up and maintain Internet connectivity at the State and/or other third party sites.
- 2) Xerox is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Xerox such as bandwidth issues outside of Xerox's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of Xerox's firewall or for any issues that are the responsibility of the State Internet Service Provider.

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SECURITY AND INFRASTRUCTURE**

**1. SECURITY**

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

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TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

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

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

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

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

**1.1 Test Planning and Preparation**

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

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

The State will commence its testing within five (5) business days of receiving Certification from Xerox that the State's personnel have been trained and the System is installed, configured,

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complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Xerox's development environment. Xerox must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

**1.2 User Acceptance Testing (UAT)**

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

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

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

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

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

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



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

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

### 1.3 Performance Tuning and Stress Testing

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

#### 1.7.1 Scope

The scope of **Performance Testing** shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

#### 1.7.2 Test Types

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

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**1.7.3 Tuning**

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

**1.7.4 Implementing Performance and Stress Test**

Performance and Stress test Tools must be provided by the vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

**1.7.5 Scheduling Performance and Stress Testing**

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

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

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

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the

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exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

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

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

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

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

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 20 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

### **1.8 Regression Testing**

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

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

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- b.) Xerox shall notify the State no later than five (5) business days from the Xerox's receipt of written notice of the test failure when Xerox expects the corrections to be completed and ready for retesting by the State. Xerox will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Xerox based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  - 1. validate that the change/update has been properly incorporated into the program; and
  - 2. validate that there has been no unintended change to the other portions of the program.
- d.) Xerox will be expected to:
  - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  - 3. Manage the entire cyclic process.
- e.) Xerox will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

### **1.9 Security Review and Testing**

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

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

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

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.

Xerox May be required to provide 3<sup>rd</sup> party testing. Prior to the System being moved into production Xerox shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**1.10 Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.