

A [Signature]



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

July 7, 2017

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

*Sole Source*

### Requested Action

Authorize the Department of Safety, Division of Motor Vehicles, to enter into a **sole source** five-year contract with Explore Information Services, LLC (VC# 279371-B001) in an amount of \$1,449,600.00 to continue International Registration Plan (IRP) services that provide intellectual property licensing system maintenance and support for the motor vehicle IRP – VISTA/RS and PRISM – VISTA/SE commercial vehicle registration systems. Effective upon Governor and Council approval through June 30, 2022. Funding source: 56% Agency Income (Cost of Collections)/25% Revolving Funds/ 19% Capital Funds.

Funds are available in the SFY2018/2019 operating budget and contingent upon availability and continued appropriations in SFY 2020, SFY2021, and SFY 2022 with the ability to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>
02-23-23-233015-31090000 Dept. of Safety– DMV – Internat’l Registration Program 103-502664 Contracts for Op Services	\$103,750.00	\$ 14,263.00	0.00	0.00	0.00
02-23-23-233030-05560000 Dept. of Safety – DMV – 07264:2-ID OIT projects DMV 34-500099 Capital Projects – Major IT Systems	\$100,000.00	\$171,289.00	0.00	0.00	0.00
02-23-23-233015-81070000 Dept. of Safety – DMV – Reflectorized Plate Fund 103-502664 Contracts for Op Services	\$171,050.00	\$189,248.00	0.00	0.00	0.00
<u>Annual maintenance and Support</u>					
02-23-23-233015-31090000 Dept. of Safety – DMV – International Registration Program 103-502664 Contracts for Op Services	0.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00
<b>Subtotals</b>	<b>\$374,800.00</b>	<b>\$549,800.00</b>	<b>\$175,000.00</b>	<b>\$175,000.00</b>	<b>\$175,000.00</b>
			<b>Total</b>	<b>\$1,449,600.00</b>	

### Explanation

This contract will provide uninterrupted service and access to International Registration Plan (IRP) software and processing systems necessary for New Hampshire to remain compliant with IRP requirements. This contract is **sole source** due to an unanticipated accelerated timeline required for retaining uninterrupted program access. In the fall of 2016, the Department of Safety (DOS) began negotiations with Xerox State & Local Solutions to exercise a two-year contract renewal option. Shortly thereafter, the State & Local Solutions division of Xerox became a separate company under the name of Conduent, delaying the

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

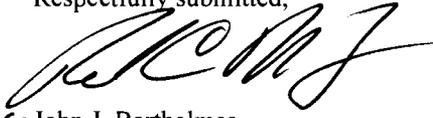
July 7, 2017

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contract renewal process. In May 2017, Conduent notified the Department that IRP, among other services, would cease at the expiration of the contract on June 30, 2017, but agreed to a five-month extension ending in November 2017. Immediately upon receipt of the notification, DOS reviewed legal options and contacted remaining vendors in the IRP area requesting proposals for a viable solution that could be implemented by December 1, 2017. Three proposals were received and reviewed by a team comprised of members from impacted DOS divisions and the Department of Information Technology. Presentations and demonstrations by the two lowest vendors were viewed by the team and Explore Information Services, LLC was selected. These systems typically take over 12 months to implement; however, Explore has committed to providing the necessary resources to meet the accelerated timeline. Data conversion is scheduled to begin immediately following Governor and Council approval.

IRP is an agreement among 48 U.S. states, the District of Columbia, and 10 Canadian provinces which recognizes the registration of commercial motor vehicles registered by other jurisdictions. IRP allows vehicles weighing over 26,000 pounds to register to operate in multiple states through a single point of registration. IRP carriers received special "Apportioned" plates which are recognized by member jurisdictions. NH registers over 2,800 fleets each year and nearly 10,000 vehicles under IRP. IRP generates over \$2.4M in annual revenue for the Highway Fund. The IRP system calculates registration fees based on each jurisdiction's specific laws and rules, and allocates total fees based on the miles driven. Registration information is uploaded to a central IRP clearinghouse to be shared with all member jurisdictions.

Respectfully submitted,



*John J. Barthelmes*

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*

June 21, 2017

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

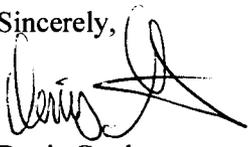
Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract with Explore Information Services, LLC, of Eagan, MN as described below and referenced as DoIT No. 2018-039.

This requested action authorizes the Department of Safety to enter into a contract with Explore Information Services, LLC to provide licensing, and system maintenance and support of the International Registration Program (IRP) processing capabilities ensuring continued and uninterrupted registration of commercial motor vehicles. 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 a registration system for New Hampshire-based commercial fleets weighing more than 26,000 pounds, the ability to calculate and collect the correct fees and the redistribution of those fees to the states where the vehicles are going to operate based on miles traveled in each jurisdiction. DoIT was involved throughout the emergency procurement of this replacement IRP system and throughout contract development to ensure that the expedited timeline and related deliverables are clearly defined and attainable.

The amount of the contract is not to exceed \$1,449,600.00, and shall become effective upon the date of Governor and Executive Council approval through June 30, 2022.

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

Sincerely,  
  
Denis Goulet

DG/kaf  
DoIT #2018-039

cc: Scott Hopkins, IT Manager, DoIT

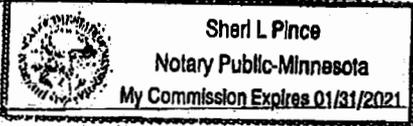
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety, Division of Motor Vehicles		1.2 State Agency Address 23 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Explore Information Services, LLC		1.4 Contractor Address 2750 Blue Water Road, Suite 200 Eagan, MN 55121	
1.5 Contractor Phone Number 800-531-9135	1.6 Account Number 02-23-23-233015-31090000 02-23-23-233030-05560000 02-223-23-233015-81070000	1.7 Completion Date <del>12/1/2017</del> <i>6/30/2022</i> <i>7/14/2017</i>	1.8 Price Limitation \$1,449,600
1.9 Contracting Officer for State Agency Arthur Garlow		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory MARK THOMPSON, CFO	
1.13 Acknowledgement: State of Minnesota, County of Dakota On July 13, 2017, 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 <i>Sheri L. Pince</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Sheri L. Pince			
1.14 State Agency Signature <i>[Signature]</i> Date: 7/14/17		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 7/14/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

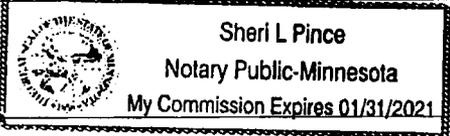
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1.13.1 Signature of Notary Public or Justice of the Peace <i>Sheri L. Pince</i> [Seal]			
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1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>7/14/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM  
SAAS CONTRACT  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology  
Contract Cover Sheet**

<b>Name of Agency/Division:</b> Department of Safety, Division of Motor Vehicles	
<b>Contract Number/Name:</b>	
<b>Contract Purpose:</b> 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.	
<b>Name of Vendor:</b>	<b>Who Negotiated the Contract:</b>
<b>Amount of Contract:</b> \$1,449,600	<b>Funding Source:</b>
<b>Term of Contract:</b>	<b>Is this an amendment?</b> No
<b>Competitive Bid Process: (Explain if "No")</b>	
<b>Background Information:</b>  The State's current IRP system contract will end on November 30, 2017. Therefore it is necessary to implement a new IRP systems and convert the existing IRP data by Dec 1, 2017	
<b>Special Concerns:</b>	
<b>Amendment History (if applicable):</b>	
<b>Submitted By:</b>	<b>Current Date:</b>
<b>Phone:</b>	<b>Email:</b>

IT Provisions – Part 2   
Contractor Initials: \_\_\_\_\_  
Date: 7/13/17

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM  
SAAS CONTRACT  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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IT Provisions – Part 2   
Contractor Initials: \_\_\_\_\_  
Date: 7/13/17

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM  
SAAS CONTRACT  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**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 the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no material 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>Authorized Persons</b>	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

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	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<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, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
<b>Contractor</b>	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor 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 the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator

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<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>Severity Level 1</b> is defined as urgent situations, when any part, portion, or module of Contractor IRP is down and New Hampshire are unable to use the system. Upon notification of a severity level 1 problem, Contractor will make every attempt to respond as soon as possible with the expectation that the response be within 15 minutes. Contractor will resolve Severity Level 1 problems within four hours unless Contractor has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. Problems of this severity may require an emergency installation of a fix at the earliest possible time. When logging a severity 1 problem, the person logging the problem should utilize all means possible to contact someone at Contractor, not stopping until they have personally spoken with someone from Contractor regarding the issue. We encourage the use of the support email notification, but at this severity level we do not want to rely on this as the only means of notification.</p> <p><b>Severity Level 2</b> is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. Contractor IRP may be operational but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, Contractor will make every attempt to respond as soon as possible with the expectation that the response be within 30 minutes. Contractor will resolve Severity Level 2 problems within six hours unless Contractor has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. Problems of this severity may require an emergency installation of a fix but may be able to be postponed until non-peak usage times.</p> <p><b>Severity Level 3</b> is defined as a minor problem that exists with Contractor IRP but the majority of the functions are still usable and some circumvention may be required to provide service. Contractor will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days. Problems of this</p>
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	<p>severity are generally held for future releases and do not warrant a special installation to fix them.</p> <p><b>Severity Level 4</b> is defined as a very minor problem or question that does not affect Contractor IRP's function (for example, the text of a message is worded poorly or misspelled). Contractor will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.</p> <p><b>Unusual Circumstances:</b> Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from Contractor's technical support staff with immediate notification to the New Hampshire IT staff.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department 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>	Certification that guarantees the unaltered state of a file, also known as "code signing."
<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 transformation 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 the Vendor'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

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<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<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 the Contractor as essential to work on the Project.
<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-Public Information</b>	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<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 the Vendor to begin work on the Contract on a given date and time

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<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>	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>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
<b>Project</b>	The planned undertaking regarding the entire subject matter of a Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor'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 the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to a Request for a Proposal or Statement of Work
<b>Protected Health Information (PHI)</b>	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records

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	described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	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>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>Security Incident</b>	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
<b>Service Level Agreement (SLA)</b>	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
<b>Service</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>the Contractor</b>	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems,

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	storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Software Deliverables</b>	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 Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor under this contract.
<b>Specifications</b>	The written provisions that set forth the requirements which include, without limitation, 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 03882 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 the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<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

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<b>State Identified Contact</b>	The person or persons designated in writing by the State to receive security incident or breach notification.
<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, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with 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 Contractor 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>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

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<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<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>Work Hours</b>	The State's normal business hours are between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.
<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 the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Safety, Division of Motor Vehicles (“State”), and Explore Information Services, LLC a Delaware limited liability company, (“Contractor”), having its principal place of business at 2750 Blue Water Road, Suite 200, Eagan, MN 55121.

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 as more fully described below.

**RECITALS**

Whereas the State desires to have the Contractor provide a Commercial-off-the-shelf Software System and associated services

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (200X-XXX) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - 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
  - Exhibit I- Work Plan
  - Exhibit J- Software Agreement
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services
  - Exhibit M – Agency RFP (Not applicable)

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Exhibit N- Vendor Proposal, by reference  
Exhibit O- Certificates and Attachments

**1.2 ORDER OF PRECEDENCE**

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

- a. State of New Hampshire, Department of Safety, Division of Motor Vehicles Contract Agreement, including Parts 1, 2, and 3.
- b. Vendor Proposal dated June 15, 2017

**2. CONTRACT TERM**

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

The Contract shall begin on the Effective Date and extend through 6/30/22. The Term may be extended up to 6/30/24 (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

**Time is of the essence in meeting the December 1, 2017 go-live date in the Contractor’s obligation under the contract.**

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of Contract Agreement — P-37 and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

**3.2 NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors 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. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or

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omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

**4. CONTRACT MANAGEMENT**

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

**4.1 THE CONTRACTOR'S CONTRACT MANAGER**

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

John Christenson  
Account Manager  
2750 Blue Water Road  
Suite 200  
Eagan, MN 55121

**4.2 THE CONTRACTOR'S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

The Contractor shall assign a Project Manager who meets the requirements of the Contract. Nikki Benz has been approved as the initial Project Manager.

**4.2.2** The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

**4.2.3** The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably conditioned, withheld or delayed. The replacement Project Manager shall have comparable or greater skills than of the

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Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

**4.2.5** CONTRACTOR Project Manager is:

Nikki Benz  
Application Principal  
2750 Blue Water Road  
Suite 200  
Eagan, MN 55121

**4.3 CONTRACTOR KEY PROJECT STAFF**

**4.3.1** The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Attachment 1, Exhibit H: *Requirements*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

**4.3.2** The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably conditioned, withheld or delayed. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in Attachment 1, Exhibit H: *Requirements* and be subject to reference and

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background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

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

**4.3.3.1** The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)	Title
Nikki Benz	Application Principal Project Manager
Doug Bauer	Systems Business Analyst
Seth Ostrander	Lead Software Developer
Kris Parks	Sr. Software Developer
Bob Veenhuis	Software Developer II
Molly Leary	Quality Assurance Analyst
John Christenson	Account Manager

**4.4 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](mailto:arthur.garlow@dos.nh.gov)

**4.5 STATE PROJECT MANAGER**

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.

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- 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)

The State Project Manager shall ensure that the State provides sufficient resources and information for Contractor to perform under this Contract.

#### **4.6 REFERENCE AND BACKGROUND CHECKS**

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

### **5. DELIVERABLES**

#### **5.1 CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for meeting all of its requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information (excluding financial terms) and documentation relating to the Subcontractor,

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including terms and conditions consistent with this Contract. The State will consider the Contractor 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.

**5.2 DELIVERABLES AND SERVICES**

The Contractor 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*.

**5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

After receiving written Certification from the Contractor 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 the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State fails to provide notice of its Acceptance or rejection within such period, such Deliverable will be deemed accepted. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall, to the extent reasonably possible, 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 the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

**5.4 SOFTWARE REVIEW 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*.

**6. SOFTWARE**

The Contractor shall provide the State with access to the SaaS system and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*. Reference Attachment: Explore IRP NH SaaS License Agreement

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**7. SERVICES**

The Contractor 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**

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

**7.2 IMPLEMENTATION SERVICES**

The Contractor 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**

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

**7.4 TRAINING SERVICES**

The Contractor 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**

The Contractor 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.

**7.6 WARRANTY SERVICES**

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

**8. WORK PLAN DELIVERABLE**

The Contractor 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*. The Contractor 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

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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 the Contractor from liability to the State for damages resulting from the Contractor'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, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor 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 the Contractor 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 the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for a material default by Contractor under the 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 the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

The Contractor 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 the Contractor'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 the Contractor to the State, and the State acceptance of the Contractor'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.

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**10. INTELLECTUAL PROPERTY**

**10.1 SOFTWARE TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor 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 the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall license back to the State the right to use such software, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor 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, the Vendor 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.

**10.2 STATE'S DATA AND PROPERTY**

All rights, title and interest in State Data shall remain with the State. 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. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract (i.e. data conversion) or (4) at the State's written request.

**10.3 CONTRACTOR'S MATERIALS**

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 the Contractor employees or third party consultants engaged by the Contractor.

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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.

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site NH.GOV, etc, 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.

**10.5 CUSTOM SOFTWARE SOURCE CODE**

Not applicable, this contract is software as a service.

**10.6 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, the Contractor 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*). The Contractor 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 the Contractor's performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor 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. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor 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, the Contractor 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 CONTRACTOR CONFIDENTIAL INFORMATION**

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the SaaS system and related Software and Documentation to be Confidential Information. The Contractor 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 the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor 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 the Contractor, without any liability to the Contractor.

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**11.4 SURVIVAL**

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

**12 LIMITATION OF LIABILITY**

**12.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement — P-37, General Provisions, Section 13.

**12.2 CONTRACTOR**

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Contractor's liability under this Agreement shall not exceed the limits of the Contractor's insurance coverage required under Contract Agreement — P-37, General Provisions, Section 14 (i.e. \$1 million per occurrence and \$2 million in the aggregate).

**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 Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

**13 TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

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

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

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**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 the Contractor 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 the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor 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 the Contractor 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 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.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. 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 the Contractor 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** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**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 the Contractor. In the event of a termination for convenience, the State shall pay the Contractor 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

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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, the Contractor 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.

**13.2.3** Upon expiration of this Agreement or termination of this Agreement for any reason, Contractor shall deliver to the State, or to a vendor of the State's choosing, at no cost to the State, a current copy of all of the State Information in a) a standard format as determined by the State and b) via a standard, secure delivery method, as determined by the State, as of the date of such expiration or termination.

**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 the Contractor 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 the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

**13.4 TERMINATION PROCEDURE**

**13.4.1** After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

- a. The State shall be entitled to any post-termination assistance to the extent reasonable and generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

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- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. 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;
- d. Take such reasonable action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
  - 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
    - 10 days after the effective date of termination, if the termination is in accordance with the contract period
    - 30 days after the effective date of termination, if the termination is for convenience
    - 60 days after the effective date of termination, if the termination is for cause
  - 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. 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
- g. Upon expiration of this Agreement or termination of this Agreement for any reason, Contractor shall deliver to the State, or to a vendor of the State's choosing, at no cost to the State, a current copy of all of the State Information in a) a standard format as determined by the State and b) via a standard, secure delivery method, as determined by the State, as of the date of such expiration or termination.
- h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

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- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

**14 CHANGE OF OWNERSHIP**

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

**15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

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

**15.3** Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, 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

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IT Provisions – Part 2  
Contractor Initials:                       
Date: 1/13/17

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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>	Nikki Benz Project Manager	Chris Ialuna State Project Manager (PM)	5 Business Days
<b>First</b>	John Christensen Account Manager	Elizabeth Bielecki Director, Division of Motor Vehicles	10 Business Days
<b>Second</b>	Kurt Sames Vice President	John J. Barthlemes Commissioner	15 Business Days

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Date: 7/13/17

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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 SAAS GENERAL TERMS AND CONDITIONS**

**17.1 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"), the Contractor 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 the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor 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 the Contractor 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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contractor 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.

**17.2 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." the Contractor understand and agree that use of email shall follow State standard policy (available upon request).

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**17.3 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).

**17.4 REGULATORY GOVERNMENT APPROVALS**

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

**17.5 INSURANCE CERTIFICATE**

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

**17.6 EXHIBITS**

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

**17.7 VENUE AND JURISDICTION**

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

**17.8 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 Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Termination which shall all survive the termination of the Contract.

**17.9 FORCE MAJEURE**

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

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**17.10 NOTICES**

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

TO THE CONTRACTOR	TO STATE:
Explore Information Services, LLC 2750 Blue Water Road Suite 200 Eagan, MN 55121 Tel. 800-531-9125	State of New Hampshire Department of Safety, Div of Motor Vehicles 23 Hazen Drive Concord, NH 03882 Tel: (603) 227-4050

**17.11 DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- e. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.



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- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
  
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
  
- c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:
  - (1) the investigation and resolution of the data breach;
  - (2) notifications to individuals, regulators or others required by State law;
  - (3) a credit monitoring service required by State (or federal) law;
  - (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute<sup>17</sup> at the time of the data breach; and
  - (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

**17.15. NOTIFICATION OF LEGAL REQUESTS**

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

**17.16. ACCESS TO SECURITY LOGS AND REPORTS**

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

**17.17. CONTRACT AUDIT**

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The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**17.18. DATA CENTER AUDIT**

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**17.19. ADVANCE NOTICE**

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**17.20. SECURITY**

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

**17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

**17.22. IMPORT AND EXPORT OF DATA**

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

**17.23. RESPONSIBILITIES AND UPTIME GUARANTEE**

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.



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**a. Problem Statement** The State's current IRP system contract ends on November 30, 2017. A new IRP system, including data converted from the existing system, needs to be implemented and operational by December 1, 2017.

**b. Goals** –Implementation of a hosted IRP solution and conversion of the data from the State's existing IRP system.

**c. Project Overview**

The general scope of the project is to 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.

**d. Statement of Work**

**Attachment 3-NH IRP Statement of Work**

A detailed work plan, mutually agreed upon by both parties, must be provided within five (5) business days of the contract execution.

**e. General Project Assumptions**

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor 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 Exhibit H of the Contract Deliverables. The Contractor 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.
4. 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

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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.

5. Contractor will provide the State with any technical requirements for user connectivity to or usage of the application and interface functionality (PRISM uploads to SAFER, IRP Clearinghouse)
6. Meeting an accelerated implementation date of December 1, 2017 will require the commitment of both parties to work in partnership to meet this goal. Contractor must be authorized to begin work upon Governor and Executive Council approval, no later than 7/19/17. Project decisions must be made promptly, with a desired turnaround of 24 hours (business days). Department personnel are expected to promptly test as iterations are moved to the Stage and QA environments, with an emphasis on testing converted data. The User Acceptance Testing schedule must be adhered to.
7. Data to be converted must be made available to Contractor by 7/31/2017 in order to meet proposed timeline. The State will facilitate the data transfer to Contractor. Contractor needs to provide data conversion format required for conversion by contract signing.

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.

**Section 2: DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

	Task Name	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	Fri 7/28/2017
2	Project Status Reports	Written	weekly
3	Work Plan	Written	Wed 7/26/2017
4	Network Configuration Requirements (if needed)	Written	Wed 7/26/2017
6	Communications and Change Management Plan	Written	Thurs 7/20/2017
<b>Environment Build</b>			
7	HW/SW System Environment Build	Non-software	Tues 8/1/2017
<b>Iteration 1 Base Install</b>			<b>Wed 8/2/17</b>
8	Iteration 1 - Requirements	Written	Thu 7/20/17
9	Iteration 1 - MT	Software	Fri 7/28/17
10	Iteration 1 - Web	Software	Mon 7/24/17
11	Iteration 1 - Testing	Non-software	Wed 8/2/17
12	Iteration 1 Install in QA	Software	Wed 8/2/17
<b>Iteration 2 Bus/Acct/Fleet</b>			<b>Thu 8/3/17</b>

State of NH Contract

Exhibit B – Price and Payment Schedule – Part 3

Date: 7/13/17

Contractor's Initials     *DM*

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13	Iteration 2 - Requirements	Written	Wed 7/26/17
14	Iteration 2 - MT	Software	Wed 7/26/17
15	Iteration 2 - Web	Software	Fri 7/28/17
16	Iteration 2 - Testing	Non-software	Wed 8/2/17
17	Iteration 2 Install in QA	Software	Thu 8/3/17
<b>Iteration 3 IRP Apps/Inv</b>			<b>Mon 9/11/17</b>
18	Iteration 3 - Requirements	Written	Thu 9/7/17
19	Iteration 3 - MT	Software	Wed 9/6/17
20	Iteration 3 - Web	Software	Tue 8/15/17
21	Iteration 3 - Testing	Non-software	Mon 9/11/17
22	Iteration 3 Install in QA	Software	Mon 9/11/17
<b>Iteration 4 Finance and Security</b>			<b>Mon 10/2/17</b>
23	Iteration 4 - Requirements	Written	Thu 9/21/17
24	Iteration 4 - MT	Software	Tue 9/26/17
25	Iteration 4 - Web	Software	Thu 9/14/17
26	Iteration 4 - Testing	Non-software	Fri 9/29/17
27	Iteration 4 Install in QA	Software	Mon 10/2/17
<b>Data Conversion</b>			<b>Tue 9/26/17</b>
28	DC - Requirements	Written	Mon 9/18/17
29	DC - Dev	Software	Thu 9/14/17
30	DC - Testing	Software	Tue 9/26/17
31	Stage Testing	Non-software	Fri 10/20/17
<b>Training</b>			<b>Mon 9/25/17</b>
32	Preparing Training Documents	Written	Mon 9/25/17
33	Preparing Help System	Software	Mon 9/25/17
34	UAT	Non-software	Wed 11/29/17
35	Training and UAT Kickoff	Non-software	Mon 10/16/17
36	UAT	Non-software	Wed 11/29/17
37	Implementation	Non-software	Fri 12/1/17

**1. PAYMENT SCHEDULE**

**1.2 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract for the period between the Effective Date through 06/30/2022. The Contractor shall be responsible for performing its obligations in accordance with the

State of NH Contract  
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Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

	<b>Task Name</b>	<b>Projected Delivery Date</b>	<b>Price</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Fri 7/28/2017	
2	Project Status Reports	weekly	
3	Work Plan	Wed 7/26/2017	
4	Network Configuration Requirements (if needed)	Wed 7/26/2017	
6	Communications and Change Management Plan	Thurs 7/20/2017	
<b>Environment Build</b>			
7	HW/SW System Environment Build	Tues 8/1/2017	<b>\$31,550.00</b>
<b>Iteration 1 Base Install</b>			<b>\$146,700.00</b>
8	Iteration 1 - Requirements	<b>Wed 8/2/17</b>	
9	Iteration 1 - MT	Thu 7/20/17	
10	Iteration 1 - Web	Fri 7/28/17	
11	Iteration 1 - Testing	Mon 7/24/17	
12	Iteration 1 Install in QA	Wed 8/2/17	
<b>Iteration 2 Bus/Acct/Fleet</b>			<b>\$146,700.00</b>
13	Iteration 2 - Requirements	Wed 7/26/17	
14	Iteration 2 - MT	Wed 7/26/17	
15	Iteration 2 - Web	Fri 7/28/17	
16	Iteration 2 - Testing	Wed 8/2/17	
17	Iteration 2 Install in QA	Thu 8/3/17	
<b>Iteration 3 IRP Apps/Inv</b>			<b>\$146,700.00</b>
18	Iteration 3 - Requirements	Thu 9/7/17	
19	Iteration 3 - MT	Wed 9/6/17	
20	Iteration 3 - Web	Tue 8/15/17	
21	Iteration 3 - Testing	Mon 9/11/17	
22	Iteration 3 Install in QA	Mon 9/11/17	
<b>Iteration 4 Finance and Security</b>			<b>\$146,700.00</b>
23	Iteration 4 - Requirements	Thu 9/21/17	
24	Iteration 4 - MT	Tue 9/26/17	
25	Iteration 4 - Web	Thu 9/14/17	
26	Iteration 4 - Testing	Fri 9/29/17	
27	Iteration 4 Install in QA	Mon 10/2/17	
<b>Data Conversion</b>			<b>\$86,250.00</b>

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28	DC - Requirements	Mon 9/18/17	
29	DC - Dev	Thu 9/14/17	
30	DC - Testing	Tue 9/26/17	
31	Stage Testing	Fri 10/20/17	
<b>Training</b>			<b>\$15,000.00</b>
32	Preparing Training Documents	Mon 9/25/17	
33	Preparing Help System	Mon 9/25/17	
34	UAT	Wed 11/29/17	
35	Training and UAT Kickoff	Mon 10/16/17	
36	UAT	Wed 11/29/17	
37	Implementation	Fri 12/1/17	<b>\$30,000.00</b>
<b>Total Phase 1 Implementation Price</b>			<b>\$749,600.00</b>

**1.3 Future Contractor Rates Worksheet**

The State intends to request future services including, but not limited to, interfacing with the State registration and title system, E-Payment Interface for ACH and Credit Card transactions, Dashboard, the State financial system and for integration with the existing Explore IFTA system. The State may request additional Services from the selected Contractor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Contractor Rates Worksheet.

**Table 1.4: Future Contractor Rates Worksheet**

Position Title	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022
Project Manager	\$150	\$150	\$155	\$155	\$170
Analyst	\$130	\$130	\$135	\$135	\$140
Developer	\$130	\$130	\$135	\$135	\$140
SQA Testing	\$130	\$130	\$135	\$135	\$140
Account Manager	\$130	\$130	\$135	\$135	\$140

**1.3.1 Amendments**

The Contract 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.

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**1.4 SAAS Services Pricing Worksheet**

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the project and the cost composing the Contractor's proposal.

**Table 1.4: SAAS Services Pricing Worksheet**

<b>SAAS SERVICES</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>TOTAL</b>
<b>Web Site Hosting Fee</b>	\$18,500	\$18,500	\$18,500	\$18,500	\$74,000
<b>Technical Support and updates</b>	\$156,500	\$156,500	\$156,500	\$156,500	\$626,000
<b>GRAND TOTAL</b>	\$175,000	\$175,000	\$175,000	\$175,000	\$700,000

**2. 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 the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor 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. PAYMENT TERMS**

Contractor offers the following payment terms for conversion and implementation to the State:

- Contractor will invoice the State \$374,800 on December 31, 2017 with net 30 payment terms.
- Contractor will invoice the Department \$374,800 on March 31, 2018 with extended payment terms of 120 days, allowing the Department to pay this invoice in July, 2018.

Annual Support and Maintenance: \$175,000

- \$14,583.33 billed monthly, beginning 7/18
- \$14,583.33 billed monthly, beginning 7/19
- \$14,583.33 billed monthly, beginning 7/20
- \$14,583.33 billed monthly, beginning 7/21

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SAAS CONTRACT  
PART 3 - EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

Total contract not to exceed \$1,449,600.

**4. INVOICING**

The Contractor 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. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Additional payment terms for this contract are detailed in Exhibit C: Special Provisions

Invoices shall be sent to:

Division of Motor Vehicles  
Audit Section  
23 Hazen Drive  
Concord, NH 03305

**5. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Explore Information Services  
2750 Blue Water Road  
Suite 200  
Eagan, MN 55121

**6. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor 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.

**7. CREDITS**

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

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**EXHIBIT C**  
**SPECIAL PROVISIONS**

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 *applicable* law.

8.1.1 failure to perform the Services *in the Statement of Work* satisfactorily or on schedule

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

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

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 and 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 *negligent or willful* 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. LIMITATION OF LIABILITY.

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Contractor's liability under this Agreement shall not exceed the limits of the Contractor's insurance coverage required under Contract Agreement — P-37, General Provisions, Section 14 (i.e. \$1 million per occurrence and \$2 million in the aggregate).

Section 14. INSURANCE is renumbered to 15. INSURANCE (numbering change only) Subsections 14.1 through 14.3 in section INSURANCE are renumbered 15.1 through 15.3, respectively (numbering change only)

16. WAIVER OF BREACH. No failure by a party 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. No express failure to enforce any Event of Default shall be deemed a waiver of the right of any party to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of a party.

25. Except as expressly set forth elsewhere in this agreement, all contractor services are provided "as is" and without warranties, guarantees or conditions of any kind. Except as expressly set forth elsewhere in this agreement, Explore expressly disclaims all warranties, express or implied, including without limitation the implied warranties or conditions of merchantability, non-infringement, quiet-enjoyment, title and fitness for a particular purpose. This disclaimer of warranty constitutes an essential part of this agreement. No use of the contractor services is authorized hereunder except under this disclaimer. No warranties are created by any course of dealing between the parties, trade usage or industry custom.

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State of NH Contract  
Exhibit C – Special Provisions – Part 3  
Date: 7/13/17  
Contractor's Initials 

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24. ENTIRE AGREEMENT is renumbered to 26 (numbering change only).

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State of NH Contract  
Exhibit C – Special Provisions – Part 3  
Date: 7/17/17  
Contractor's Initials *DM*

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SAAS CONTRACT 201X-XXX – PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

The Contractor must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

**4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

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

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

The Contractor 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*.

The Contractor 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. The Contractor 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

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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 at an agreed upon location. 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. The Contractor 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 the Contractor'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.

**6. ACCOUNTING REQUIREMENTS**

The Contractor 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 the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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State of NH Contract 20XX-XXX  
Exhibit D – Administrative Services – Part 3  
Date: 7/13/17  
Contractor's Initials DM

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PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES**

**1. PROJECT MANAGEMENT**

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

The Contractor Key Project Staff shall participate in telephonic or web-based meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from Department of Safety, Division of Motor Vehicles and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor 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 the Contractor's responsibility.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor'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. The Contractor 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;

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IMPLEMENTATION SERVICES**

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

## **2. IMPLEMENTATION STRATEGY**

### **2.1 Key Components**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

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

The Contractor 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.

### **2.2 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. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

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**2.3 Change Management and Training**

The Contractor'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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**PART 3 - EXHIBIT F**  
**TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

The Contractor shall bear all responsibilities for the Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor 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)). To meet a 12/1/17 go-live date, an accelerated testing process is required. System testing will be performed by the Explore test team. User Acceptance testing will be led by the STATE IRP team. In addition, an informal testing phase titled Release Verification Testing will be performed by the STATE IRP team. Explore will provide assistance to get the STATE team started, however, it is the responsibility of the STATE team to develop test cases to test the functionality that they deem important for acceptance purposes.

In addition, the Contractor 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. The Contractor shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

The Contractor shall provide the State with a Test Plan that accommodates the limited time to complete the project. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of a requirements traceability matrix, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution. Explore and STATE IRP team members will be using an Explore developed, web-based, Defect tracking tool 'Tracker' to report and track the defects. Defects reported and defect status will be reviewed with the STATE IRP project team on a weekly basis.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's 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

The State will commence its testing within 24-hours (business days) of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured,

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TESTING SERVICES**

complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor 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.

**1.2 System Integration Testing (if applicable)**

Not applicable for this contract

**1.3 Conversion Validation Testing**

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Test Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results. Reference Exhibit I Section 4-Conversions. The State and Contractor will mutually sign-off that the conversion has been completed to the State's satisfaction.
State Responsibilities	The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions. The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production. The State and Contractor will mutually sign-off that the conversion has been completed to the State's satisfaction.
UAT Test Data Requirements	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

**1.4 Installation Testing**

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

**1.5 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.

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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.

All test data required for UAT will be identified by STATE with the assistance of Explore as to staging of such data. While the data will be pulled from New Hampshire data whenever possible it may be necessary to create staged data requirements for testing purposes. Other data that is not currently in production will be produced through the front end and database transactions.

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>Contractor 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 the Contractor 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.

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**1.6 Regression Testing**

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor 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.

In designing and conducting such regression testing, the Contractor 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, the Contractor 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.

**1.7 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 shall include penetration tests and application vulnerability scanning.

<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

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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.
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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 shall include 3<sup>rd</sup> party penetration tests and application vulnerability scanning.

Prior to the System being moved into production, the Contractor 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).

**1.8 Penetration Testing**

The Contractor shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed by a qualified third-party Contractor annually.

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PART 3 - EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

**1.1 Contractor's Responsibility**

The Contractor shall maintain the System in accordance with the Contract.

**1.1.1 Maintenance Releases**

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

**1.1.2 Standard Agreement**

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

**2. SYSTEM SUPPORT**

1.1 The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

1.2 As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**1.2.1 Severity Level 1** is defined as urgent situations, when any part, portion, or module of Contractor IRP is down and New Hampshire are unable to use the system. Upon notification of a severity level 1 problem, Contractor will make every attempt to respond as soon as possible with the expectation that the response be within 15 minutes. Contractor will resolve Severity Level 1 problems within four hours unless Contractor has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. Problems of this severity may require an emergency installation of a fix at the earliest possible time. When logging a severity 1 problem, the person logging the problem should utilize all means possible to contact someone at Contractor, not stopping until they have personally spoken with someone from Contractor regarding the issue. We encourage the use of the support email notification, but at this severity level we do not want to rely on this as the only means of notification.

**1.2.2 Severity Level 2** is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. Contractor IRP may be operational but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, Contractor will make every attempt to respond as soon as possible with the expectation that the response

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be within 30 minutes. Contractor will resolve Severity Level 2 problems within six hours unless Contractor has notified New Hampshire of the reason for the delay and New Hampshire approves the delay. Problems of this severity may require an emergency installation of a fix but may be able to be postponed until non-peak usage times.

**1.2.3 Severity Level 3** is defined as a minor problem that exists with Contractor IRP but the majority of the functions are still usable and some circumvention may be required to provide service. Contractor will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.

**1.2.4 Severity Level 4** is defined as a very minor problem or question that does not affect Contractor IRP's function (for example, the text of a message is worded poorly or misspelled). Contractor will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems. Problems of this severity are generally held for future releases and do not warrant a special installation to fix them.

**1.2.5 Unusual Circumstances:** Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from Contractor's technical support staff with immediate notification to the New Hampshire IT staff.

New Hampshire and appropriate Contractor's staff will mutually determine an issue's priority classification.

## **2. SUPPORT OBLIGATIONS AND TERM**

**2.1** The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.

2.1.1 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.

2.2.2 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.

2.1.3 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean

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time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.

- 2.2** If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request
- 2.3** If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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REQUIREMENTS**

Attachment 1: Project Requirements is hereby incorporated within.

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 5 business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

## **1. ASSUMPTIONS**

### **A. General**

- The State shall provide team members with decision-making authority to support the Implementation efforts.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **B. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

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**C. Conversions**

The Contractor will provide data migration technical services to the State in support of implementing the Contractor's IRP system. The Contractor's Team shall be responsible for the mapping of the legacy Data to the Contractor's applications.

Additionally, the Contractor's Team shall:

- Identify the format and delivery mechanism required for the data export from the existing system (Conduent)
- The Contractor will conduct and report on an initial assessment of current production data to identify what, if any, data problems exist.
- The Contractor may provide data correction and cleansing of the legacy data, as well as corrections during the data migration process, with prior approval from the State's Project Manager
- The Contractor will stage the data to populate the new system.
- The Contractor will conduct data validation and reconciliation during system implementation.

**D. Project Schedule**

- Deployment is planned to begin on July 20, 2017 with a planned go-live date of December 1, 2017

**E. Reporting**

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

**F. User Training**

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**2. ROLES AND RESPONSIBILITIES**

**A. Contractor Team Roles and Responsibilities**

**1) Contractor Team Project Executive**

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

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**2) Contractor Team Project Manager**

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly and monthly updated progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

**3) Contractor Team Analysis**

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

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

**4) Contractor Team Tasks**

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The Contractor team shall assume the following tasks:

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

**B. State Roles and Responsibilities**

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

**1) State Project Manager**

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

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

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

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

- Be the key user and contact for their Agency or Department;

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- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

**3) State Testing Administrator**

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. SOFTWARE APPLICATION**

The IRP system currently in place will continue to be used during the transition to the new system. All current functionality/features will continue to be available to the State. .

**4. CONVERSIONS**

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

**Table 4.1: Planned Conversions**

Conversion	Components, If applicable	Lead Responsibility	Description
Existing IRP data		Contractor	Data extracted from and provided by Conduent will be converted into the new IRP system

**A. Conversion Testing Responsibilities**

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- The Contractor Team, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contractor Team shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The Contractor Team is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.
- The Contractor will work with the source system vendor (Conduent) in data migration and in resolving data issues during the migration. The State will assist in facilitating this requirement.
- The State and Contractor will mutually sign-off that the conversion has been completed to the State's satisfaction.

**5. INTERFACES**

Interfaces to the IRP Clearinghouse and PRISM uploads to SAFER are included in the scope of this contract. Interfaces to existing State systems (State Registration and Title System, Financial System, Contractor IFTA) are not in-scope for this contract, but may be requested for future implementation.

**Table 5.1: In-Scope Interfaces**

Interface	Components, if applicable	Responsible Party	Description
IRP Clearinghouse		Contractor	Contractor is responsible for all configurations and testing of interface to the IRP clearinghouse. Contractor will provide any requirements for interfaces (i.e. firewall configuration requirements) to the State.
PRISM uploads to SAFER		Contractor	Contractor is responsible for all configurations and testing of interface to SAFER.

**A. Interface Responsibilities**

Contractor will ensure interfaces to the Clearinghouse and PRISM uploads to SAFER are fully operational at the time of implementation. Contractor is responsible for development, configuration and

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testing of the interfaces. Contractor is responsible for providing any requirements for interfaces (i.e. firewall configuration requirements) to the State.

**6. APPLICATION MODIFICATION**

Application will be modified for State/Agency branding.

**Table 6.1: Modifications – Contractor Developed**

Requirement	Components, if applicable	Enhancement Description
<b>State Branding</b>		Incorporate Agency branding including the use of State colors, banners and logos

**7. PRELIMINARY WORK PLAN**

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

**Table 7.1: High Level Preliminary NH Project Plan**

Task Name	Start	Finish
<b>NH IRP Phase 1</b>	<b>Mon 7/19/17</b>	<b>Fri 12/1/17</b>
Contract Approval	Mon 7/19/17	Mon 7/19/17
Contract Start Date	Tues 7/20/17	Tues 7/20/17
Onsite Kickoff Meeting	Mon 7/24/17	Fri 7/28/17
<b>Iteration 1 Base Install</b>	<b>Thu 7/20/17</b>	<b>Wed 8/2/17</b>
Iteration 1 - Requirements	Thu 7/20/17	Thu 7/21/17
Iteration 1 - MT	Fri 7/21/17	Fri 7/28/17
Iteration 1 - Web	Fri 7/21/17	Mon 7/24/17
Iteration 1 - Testing	Mon 7/31/17	Wed 8/2/17
Iteration 1 Install in QA	Wed 8/2/17	Wed 8/2/17
<b>Iteration 2 Bus/Acct/Fleet</b>	<b>Thu 7/20/17</b>	<b>Thu 8/3/17</b>
Iteration 2 - Requirements	Thu 7/20/17	Wed 7/26/17
Iteration 2 - MT	Tue 7/25/17	Wed 7/26/17
Iteration 2 - Web	Tue 7/25/17	Fri 7/28/17
Iteration 2 - Testing	Wed 7/26/17	Wed 8/2/17
Iteration 2 Install in QA	Wed 8/2/17	Thu 8/3/17
<b>Iteration 3 IRP Apps/Inv</b>	<b>Wed 7/26/17</b>	<b>Mon 9/11/17</b>
Iteration 3 - Requirements	Wed 7/26/17	Thu 9/7/17
Iteration 3 - MT	Mon 7/31/17	Wed 9/6/17

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Iteration 3 - Web	Mon 7/31/17	Tue 8/15/17
Iteration 3 - Testing	Fri 7/28/17	Mon 9/11/17
Iteration 3 Install in QA	Mon 9/11/17	Mon 9/11/17
<b>Iteration 4 Finance and Security</b>	<b>Thu 9/7/17</b>	<b>Mon 10/2/17</b>
Iteration 4 - Requirements	Thu 9/7/17	Thu 9/21/17
Iteration 4 - MT	Tue 9/12/17	Tue 9/26/17
Iteration 4 - Web	Tue 9/12/17	Thu 9/14/17
Iteration 4 - Testing	Mon 9/18/17	Fri 9/29/17
Iteration 4 Install in QA	Mon 10/2/17	Mon 10/2/17
<b>Data Conversion</b>	<b>Thu 8/3/17</b>	<b>Tue 9/26/17</b>
DC - Requirements	Thu 9/7/17	Mon 9/18/17
DC - Dev	Thu 8/3/17	Thu 9/14/17
DC - Testing	Mon 9/18/17	Tue 9/26/17
Stage Testing	Mon 10/2/17	Fri 10/20/17
<b>Training</b>	<b>Fri 9/1/17</b>	<b>Mon 9/25/17</b>
Preparing Training Documents	Mon 9/11/17	Mon 9/25/17
Preparing Help System	Fri 9/1/17	Mon 9/25/17
UAT	Mon 10/9/17	Wed 11/29/17
Training and UAT Kickoff	Mon 10/9/17	Mon 10/16/17
UAT	Mon 10/9/17	Wed 11/29/17
Implementation	Wed 11/29/17	Fri 12/1/17

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**PART 3 - EXHIBIT J**  
**SOFTWARE AGREEMENT**

**1. LICENSE GRANT**

There is no License Grant. This Contract is for Software as a Service.

Attachment 2: Explore IRP NH SaaS License Agreement 07102017 FINAL

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**PART 3 - EXHIBIT K**  
**WARRANTY & WARRANTY SERVICE**

**1. WARRANTIES**

**1.1 System**

The Contractor warrants that the System will operate to conform in all material respects to the Specifications, terms, and requirements of the Contract.

**1.2 Software**

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

- (a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- (b) the re-performance of the deficient Services, or
- (c) if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

**1.3 Non-Infringement**

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services and Software ("Material") provided under this Contract, and that such Services and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

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WARRANTY & WARRANTY SERVICE**

**1.6 Services**

The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICE OR PRODUCT, OR THE USE OR PERFORMANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2. WARRANTY PERIOD**

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect for two years after the termination of this Contract.

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**PART 3 - EXHIBIT M**  
**AGENCY CONTRACT WITH ADDENDUMS, BY REFERENCE**

The Contractor shall provide the following Training Services.

Contractor will provide 5.5 Work Days of on-site classroom training for approximately 20 staff, finance, audit, and system administrative personnel. User training will be conducted in a classroom environment. STATE will select a facility to host the training. Facilities should have tables and computers. A projector is also necessary. Classes will last up to 8 hours per day. Contractor instructors will provide system functionality training and STATE personnel will instruct on business processes. In our experiences in other jurisdictions, it is important to have a state IRP leader discuss business process changes.

Course specific evaluation forms are provided at the end of each training session to evaluate course content, pace of training, effectiveness of trainers, and overall satisfaction. Training exercises will be provided to ensure that knowledge transfer takes place.

Microsoft PowerPoint presentations and functional 'fast path' demonstrations will be followed by classroom exercises. The functional fast paths consist of IRP functions that state users perform on a daily basis, such as:

- Processing a new account
- Processing an exchange supplement
- Correcting a unit
- Processing a unit weight increase

Exercises with test data give students real world experience with the system. Instructors monitor student progress in completing exercises and provide assistance where needed.

Courses will include:

Contractor IRP Introduction/User Training (2 days)  
Contractor IRP Audit Training (1 day) [conducted after go-live]  
Contractor IRP Financial Processing (0.5 day)  
Contractor IRP Administrator Training (2 days)

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Exhibit M – Not Applicable to this Contract.

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State of NH Contract 20XX-XXX

Exhibit M – Agency Contract with Addendums, by Reference – Part 3

Date: 7/13/17

Contractor's Initials *DM*

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VENDOR PROPOSAL, BY REFERENCE**

Contractor Proposal to Department of Safety, Division of Motor Vehicles dated  
June 15, 2017 is hereby incorporated by reference as fully set forth herein.

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**PART 3 - EXHIBIT O**  
**CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Exhibit H Requirements – Attachment 1
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Vote/Authority
- D. Contractor's Certificate of Insurance
- E. Contractor Proposal
- F. Explore IRP NH SaaS License Agreement 07102017 FINAL-Attachment 2
- G. NH IRP STATEMENT OF WORK-Attachment 3

### **Explore IRP SaaS Software License Agreement (“Agreement”)**

This Agreement shall become effective upon the execution of the master contract (the “Master Contract”) between the State of New Hampshire Department of Safety (“NEW HAMPSHIRE”) and Explore Information Services LLC (“EXPLORE”) to which this Agreement is attached. In accordance with the terms and conditions herein, EXPLORE agrees to license to NEW HAMPSHIRE use of the hosted System (as defined below) for use by authorized State employees, and the State agrees to be bound by the terms and conditions of this Agreement.

1. **LICENSE GRANT AND USE.** Subject to the terms and conditions of this Agreement, EXPLORE hereby grants to the State and the State hereby accepts, a non-exclusive, non-transferable license to access and use the IRP system as more fully described in Schedule A attached hereto and Online User Guides and Technical Documentation delivered to the State (the “Documentation”). The licensed software, enhancements and Documentation are collectively referred to herein as the “System”. There shall be no other use of the System. The method and means of providing access to the System shall be determined by EXPLORE. Upon demand by EXPLORE, on a not more than annual basis, NEW HAMPSHIRE shall certify in writing that the System is being used by the State in accordance with the terms and conditions of this Agreement.

2. **PROPERTY RIGHTS.** EXPLORE warrants that it is the owner or licensee of the System, that it has the right to convey the license set forth in this Agreement, and that NEW HAMPSHIRE’s use of the System in accordance with the terms of this Agreement shall not infringe any third party’s copyright, patent or trade secret. Since the System is protected by copyright law and international treaties, NEW HAMPSHIRE shall ensure that the proprietary, copyright and trade secret notices contained in or placed upon the System and Documentation are displayed in such manner and location as to give reasonable notice of the proprietary, copyright and trade secret claims of EXPLORE or its licensor. Title, ownership rights, and intellectual property rights of the System including all improvements shall remain with EXPLORE.

3. **CONFIDENTIALITY.** The parties recognize that each may disclose (the “Disclosing Party”) to the other (the “Receiving Party”) certain business and technical information that may be confidential, proprietary or trade secret to the Disclosing Party. For purposes of this Agreement, “Confidential Information” means the System, related software code, enhancements and the Documentation, information identified in writing as confidential at the time of disclosure. A Receiving Party shall not use, disclose, provide or otherwise make available, any Confidential Information of the Disclosing Party (whether obtained at a user meeting or otherwise), in whole or in part, except to the Receiving Party’s employees who have a need to have the Confidential Information in the scope of their employment. The Receiving Party shall take appropriate action to satisfy its obligations under this Agreement with respect to the use, copying, protection, and security of the Disclosing Party’s Confidential Information. Notwithstanding any provision to the contrary, EXPLORE acknowledges that NEW HAMPSHIRE is subject to the state and federal laws governing disclosure of information, including but not limited to NH RSA 91-A. NEW HAMPSHIRE shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable state and federal law including but not limited to NH RSA 91-A. Both parties acknowledge that in the event of an actual or threatened violation of the foregoing provisions, a Disclosing Party may not have an adequate monetary remedy and shall be entitled to seek injunctive relief, in addition to any other available remedies available at law or in equity, or both. If applicable, any Nondisclosure Agreements and/or Protection of Proprietary and Confidential Information Agreements previously executed by EXPLORE and NEW HAMPSHIRE shall remain in force. The foregoing obligations of confidentiality shall not apply to:

- a. Confidential Information which is in the public domain or which later comes into the public domain from a source other than the Receiving Party;

- b. Confidential Information which the Receiving Party has in its possession in written or physical embodiment form prior to the date of execution of this Agreement, excluding the Disclosing Party's Confidential Information disclosed prior to the execution of this Agreement; and
- c. Confidential Information which comes to the Receiving Party from a bona fide third party source having the right to disclose such information to the receiving party.
- d. Confidential Information that is required to be disclosed by law.

4. **WARRANTY.** EXPLORE warrants to NEW HAMPSHIRE that during the first 90 days following the execution of this License Agreement, the Licensed Software furnished by EXPLORE will function substantially in accordance with the specifications contained in the Documentation delivered to NEW HAMPSHIRE under this Agreement. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, the Licensed Software does not function substantially in accordance with the Documentation, NEW HAMPSHIRE shall promptly notify EXPLORE in writing of any claimed deficiency. EXPLORE shall, within ten (10) days, (a) correct such deficiency; or (b) provide NEW HAMPSHIRE with a plan acceptable to NEW HAMPSHIRE for correcting the deficiency; or, upon EXPLORE's reasonable determination that neither (a) nor (b) can be accomplished, then (c) upon NEW HAMPSHIRE's de-installation of the Licensed Software and return of all copies of the System to EXPLORE, refund any Software License Fees paid to EXPLORE under this Agreement in which event NEW HAMPSHIRE may terminate this Agreement. EXCEPT AS PROVIDED IN THE FOREGOING PARAGRAPH, EXPLORE DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

5. **INDEMNIFICATION.**

EXPLORE shall indemnify and hold NEW HAMPSHIRE harmless against liability to third parties (to the extent caused by EXPLORE) arising from the violation of any third party's trade secrets, proprietary rights, trademark, copyright or patent rights in connection with the use by NEW HAMPSHIRE of the System (a) as delivered by EXPLORE to NEW HAMPSHIRE hereunder or as modified by EXPLORE (but not NEW HAMPSHIRE) and (b) in accordance with the Documentation and this Agreement, provided that EXPLORE shall have the right to conduct any defense and/or settlement in any such third party action arising as described herein with the approval of NEW HAMPSHIRE Attorney General's Office, NEW HAMPSHIRE shall fully cooperate with such defense at EXPLORE's expense, and EXPLORE receives prompt written notice from NEW HAMPSHIRE. This indemnification is limited to the System used by NEW HAMPSHIRE or as modified by EXPLORE and does not cover third party claims arising from modifications not authorized by EXPLORE or its licensor.

6. **PAYMENT.** NEW HAMPSHIRE shall make all payments as required pursuant to the Agreement. Any amount payable to EXPLORE pursuant to this Agreement and not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of the lower of one (1%) percent per month or as permitted by law. License fees and other amounts mentioned in this Agreement do not include any use or ad valorem taxes, and if such taxes are assessed, NEW HAMPSHIRE shall seek an amendment to the Master Contract to increase the amount payable to EXPLORE by the amount of tax assessed to Explore. NEW HAMPSHIRE does not waive any exemption it may have from any such taxes.

7. **LIMITATION ON LIABILITY.** THE PARTIES HAVE NEGOTIATED THIS AGREEMENT AND THE MASTER CONTRACT WITH DUE REGARD FOR STATE'S BUSINESS RISK ASSOCIATED WITH ITS USE OF THE SYSTEM. EXPLORE'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, THE MASTER CONTRACT OR OTHERWISE SHALL NOT EXCEED THE LIMITS OF THE CONTRACTOR'S INSURANCE COVERED REQUIRED UNDER THE MASTER CONTRACT — P-37, General Provisions, Section 14 (I.E., \$1 MILLION PER OCCURENCE AND \$2 MILLION IN THE AGGREGATE).

IN NO EVENT SHALL EXPLORE OR THE LICENSOR OF ANY THIRD PARTY SOFTWARE EMBEDDED IN THE SYSTEM BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF EXPLORE HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

8. **TERM AND TERMINATION.** EXPLORE may terminate this Agreement if NEW HAMPSHIRE defaults in the payment of any fees due after NEW HAMPSHIRE receives notice of non-payment of an un-disputed amount and does not pay within ten days of the receipt of such notice. Either party may terminate this Agreement if the other party materially breaches any other provision of this Agreement for any reason, which default or material breach has not been cured within sixty (60) days of written notice of such default or breach. In the event of NEW HAMPSHIRE's material breach, NEW HAMPSHIRE shall be obligated to pay all charges that have accrued up to the date of termination. Upon termination for breach by NEW HAMPSHIRE, NEW HAMPSHIRE's license shall be revoked and be of no further force or effect. Upon termination for breach by NEW HAMPSHIRE, EXPLORE shall immediately terminate NEW HAMPSHIRE'S right to access the System and NEW HAMPSHIRE shall promptly return to EXPLORE any and all materials related to the System including but not limited to the Documentation and all proprietary and confidential information of EXPLORE held by NEW HAMPSHIRE, or upon written approval of EXPLORE, show verified proof of the destruction thereof. The obligations of EXPLORE and NEW HAMPSHIRE under Paragraphs 3, 5, 7, 9, 10 and 11 of this Agreement shall survive any termination of this Agreement.

9. **EXPORT OF SYSTEM.** NEW HAMPSHIRE agrees that it will not directly or indirectly export or re-export, or knowingly permit the export of, the System, or any technical information about the System, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States Government approval, unless the appropriate export license or approval has been obtained.

10. **OWNERSHIP.** All rights, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to the System shall be the property of EXPLORE and shall be included in the Licensed Software.

11. **MISCELLANEOUS.** The licensor of any third party software embedded in the System has a proprietary interest and shall be a beneficiary under this Agreement. This Agreement may be modified or amended only by a written instrument signed by duly authorized representatives of NEW HAMPSHIRE and EXPLORE. Neither party may, without the prior written consent of the other party, assign or transfer this Agreement or any obligation incurred hereunder, except by merger, reorganization, consolidation, or sale of all or substantially all of such party's assets. Any attempt to do so in contravention of this Section shall be void and of no force and effect. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by EXPLORE. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms or conditions contained in this Agreement because of events entirely beyond the control of that party, including, without limiting the generality of the foregoing, strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of governmental authority, floods, riots or rebellion. This Agreement shall be governed by and construed in accordance with the laws of New Hampshire. EXPLORE agrees to submit to the jurisdiction of the courts of The State of New Hampshire and/or the federal courts in New Hampshire for all disputes arising from this Agreement. All notices that either party hereto is required or may desire to give the other hereunder shall be given by addressing the communication to the address set forth on the first page of this Agreement, and shall be given by certified or registered mail.

12. **FULL AGREEMENT.** NEW HAMPSHIRE acknowledges that it has read and understands this Agreement. This agreement supersedes all prior communications between the parties with respect to the subject matter herein, and shall remain in effect as written until modified by addendum. This Agreement shall be attached as an Exhibit to the Master Contract.

## Schedule A

**The System is Explore's IRP** commercial off the shelf "COTS" based system (as modified for use by New Hampshire) that addresses the core requirements of the International Registration Plan (IRP) and the Performance and Registration Information Systems Management Plan (PRISM). The System does not include any customization. Explore develops and implements for the State based on its specific system interfaces and requirements. Core functions of the System include:

### ACCOUNT MANAGEMENT

Explore IRP maintains customer attributes and settings. Maintenance functions allow authorized state users to set preferences for Accounts, Security, Restrictions and Notes. Customer Account Attributes can be applied to the fleet level.

Explore IRP offers Fleet Management. Multiple fleet types are maintained. Fleet numbers are automatically generated. Each customer fleet may have different contacts, addresses and office location preferences but are associated with the same customer account. This provides flexibility to direct correspondence to the fleet level.

Flexible search tools are provided to locate accounts, vehicles and applications. A central account page is the starting point for viewing current fleet status, history, and performing supplemental activities. A Current Fleet Status provides a snapshot of the fleet with details about fleet settings, jurisdictions, weight groups, and registered units. Users can view prior supplemental activity in history. Users can view supplement details by clicking the supplement link.

Note Management enables State users to attach comments to accounts. Notes are maintained at the Account, Fleet, Supplement and Audit levels. Notes are date and time stamped with the user name of the author being displayed. Notes can be filtered.

### IRP APPLICATION PROCESSING

Explore IRP offers comprehensive Application Processing. Multiple activities like unit adds, jurisdiction adds, weight increases and credential replacements can be performed on a single supplement. Supplement numbers are system generated. Each supplement has an effective date. Multiple users can work a supplement. Prior to filing, supplements remain in an 'in progress' state, allowing the user to work, stop, logout and return without losing work and being forced to re-enter data. For error handling, authorized Staff may un-file supplements. Explore IRP also provides Retraction Supplements for error correction after the daily close.

Explore IRP manages vehicle weights through Weight Group Management. Weight groups are created at the fleet level. Each vehicle in a fleet is assigned to a single weight group. A weight group can be created during an original, renewal or supplement application. When establishing a weight group, the user selects a default weight. All jurisdictions are set at the default weight unless the default weight exceeds the jurisdiction maximum weight (whereby the weight is set to the jurisdiction maximum). Users can easily move units between weight groups.

Explore IRP includes robust Vehicle Management. Vehicle data can be 'pulled' from the State's registration and titling database by plate, VIN or title.

Explore IRP provides Jurisdiction Management based on the new Full Reciprocity rules. Based on renewal status and questions answered by the user, the system determines if average miles should be used or actual miles should be entered by the user. A variety of shortcuts are in place when working with

jurisdictions. Explore IRP also provides non-contiguous jurisdiction checks to prevent the user from further processing if connecting jurisdictions are missing. The system also performs duplicate actual miles checks across multiple years.

#### **IRP PROCESS MANAGEMENT**

Explore Business Process Management eases required documents processing with stops to prevent applications from being filed when required materials are not present. Stop points can be configured for each required document type. Required documents include items such as Proof of Established Place of Business, Proof of HVUT Payment, Proof of Insurance, etc...

Explore maintains accurate, up-to-date fee schedules for each jurisdiction as part of our support services. Fee calculations are done for each application in real time. Billing statements are generated in multiple formats.

Explore IRP provides intuitive, step-by-step workflows for motor carriers to self-credential. These guide the carrier through activities such as; renewals; jurisdiction adds; vehicle adds' vehicle exchanges; weight group adds; modifying vehicle weights; and ordering replacement credentials, to simplify use for carriers and drive higher self-credentialing percentages.

#### **FINANCIAL PROCESSING**

The Explore Financial Module manages payments, batches, account credits, and fund balances. Payment Processing allows registrants to make payments online and allows jurisdictional staff to post payments received over the counter or by mail. Multiple transactions can be paid at once, with a single payment. Explore provides a custom interface to the jurisdiction's payment portal. All payments are posted and tracked with history tracked for all accounts. Explore IRP also provides installment payments, non-sufficient funds processing and can require accounts to pay by certified funds.

#### **CREDENTIALS ADMINISTRATION**

Explore IRP dynamically creates all forms and credentials as .PDF files. Cab cards are generated with watermarks and 2D bar codes per AAMVA and PRISM specifications.

#### **ADMINISTRATION**

Explore IRP uses role-based security to control access to all aspects of the system. Explore's role-based security is hierarchical and will be configured for jurisdiction-specific user roles and requirements. To manage users, System administrators may disable users and reclassify roles, and re-set user passwords.

The Explore Inventory Subsystem maintains inventory items. The system will automatically assign plates from the location specified by the user, in numeric order and from inventory available, and also allows manual assignments. Multiple offices and multiple locations within offices are supported. Explore IRP manages inventory status and tracks all plates, year and month stickers.

The Explore IRP Communication Subsystem manages all system generated correspondence and allows authorized users to generate and maintain system messages. Explore IRP allows jurisdictions to manage carriers who perform on-line functions through alerts, reports, and an integrated Email Correspondence Manager.

#### **AUDIT**

An Audit subsystem provides the audit functions necessary to maintain IRP compliance including audit netting. Audit functions and options appear throughout the system; in reports, under account management and history. Audit pre-selection reports can be used to select candidates for audit. Audit records can be created, with auditor specific notes. Audit supplements automatically calculate findings from all supplements processed during the audit period. A Microsoft Excel® based Audit Worksheet is

provided to manipulate audit data. The Audit Worksheet Upload function allows the auditor to upload the audit data from the worksheet directly to the audit supplement. Audit correspondence is automatically generated as Microsoft Word documents that can be edited by auditors.

### **REPORTING**

An extensive array of standard reports are provided. Reports are available by date range, and usually include additional filters such as user role and office. Output consists of HTML, .PDF, or Excel®, depending on intended use. An Ad-hoc reporting tool provides access to nonstandard reports.

### **INTERFACES**

Explore's Clearinghouse Interface assists jurisdictions in the electronic exchange of registration information and fees. Transmittal data is automatically sent to the IRP Clearinghouse for all payments that are to be transmitted to other member jurisdictions. Transmittals are available as .PDF files. For clearinghouse participants, a recap file is generated that can be automatically transmitted to the IRP Clearinghouses. Explore provides a Recaps & Transmittals summary page to allow you to quickly validate totals that are generated from Explore IRP against the totals generated from the Pre-Netting summary generated by the Clearinghouse. All of this information is kept for historical purposes.

### **PRISM MANAGEMENT**

Explore IRP includes the necessary interfaces and functionality for CVISN/PRISM Compliance. These include:

- US DOT/TIN Validations
  - Account-Level Validation.
  - Vehicle-Level Validation.
  - Validations can be overridden based on Explore IRP user role.
  - MCS-150 renewal date is validated with the PRISM CENSUS file.
- PRISM TARGET file match. Explore IRP prevents credentials from being issued to carriers with VINS revoked/suspended by the FMCSA and other jurisdictions.
  - Carrier Check: Explore IRP checks the USDOT number to determine if carrier is flagged as Out of Service.
  - Vehicle Check: Explore IRP checks if the vehicle was assigned to an out of service carrier in prior registration state. In addition, the system checks the VIN to see if it is associated with an out of service carrier in a prior registration date.
- Automatically Generated Correspondence
  - The production and tracking of cancellation letters in the Explore IRP Correspondence Subsystem.
- PRISM Reports
  - On demand PRISM OOS Report.
- Dynamically generate PDF Cab Cards and Temporary Cab Cards with 2D bard codes conforming to PRISM specifications.
  - For affected carriers, an overlay stating 'OUT OF SERVICE' is printed on cab cards.

**EXPLORE INFORMATION SERVICES, LLC**

**ASSISTANT SECRETARY'S CERTIFICATE**

July 13, 2017

This **ASSISTANT SECRETARY'S CERTIFICATE** is made and delivered by Explore Information Services, LLC, a Delaware limited liability company (the "**Company**").

The undersigned, David Babin, does hereby certify on behalf of the Company as follows:

1. He is the duly elected, qualified and acting Assistant Secretary of the Company.
2. That Thomas Eggenberger is the duly elected, qualified and acting Managing Director of the Company and is authorized to execute agreements on behalf of the Company.
3. That Mark Thompson is the duly elected, qualified and acting CFO of the Company and is authorized to execute agreements on behalf of the Company.
4. That Jason Brady is the duly elected, qualified and acting Secretary of the Company and is authorized to execute agreements on behalf of the Company.
5. All signers herein are authorized to sign under the Company's Amended and Restated Limited Liability Company Operating Agreement dated as of January 24, 2017. All signers were duly elected and qualified by a Written Consent in Lieu of a Special Meeting of the Sole Member of the Company on July 26, 2016 and granted authority to act as signatories on behalf of the Company.

\* \* \* \* \*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, in his capacity as the Assistant Secretary of Company and not individually, has executed this ASSISTANT SECRETARY'S CERTIFICATE as of date first written above.

**EXPLORE INFORMATION SERVICES, LLC**

By:   
Name: David Babin  
Title: Assistant Secretary

# 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 EXPLORE INFORMATION SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 14, 2002. 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: 420000



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of June A.D. 2017.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

6/10/2018

DATE (MM/DD/YYYY)

6/28/2017

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td></td> <td>40142</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Zurich American Insurance Company		16535	INSURER B : American Zurich Insurance Company		40142	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																					
<b>INSURED</b> 1411564 Solera Holdings, Inc. Explore Information Services, LLC 1301 Solana Blvd. Building #2, Suite 2100 Westlake TX 76262-5911																					

**COVERAGES** SOLHO01      **CERTIFICATE NUMBER:** 14775929      **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> <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: _____	N	N	GLA595591404	6/10/2017	6/10/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC595591504	6/10/2017	6/10/2018	<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)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Evidence of Insurance

### CERTIFICATE HOLDER

**14775929**  
 State of New Hampshire  
 Department of Motor Vehicles  
 23 Hazen Drive  
 Concord NH 03305

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Adam D. McLaughlin*

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