

Handwritten initials: "Jo" and "Jm"



State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

March 20, 2014

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

Requested Action

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

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

02-23-23-233015-31090000 Dept. of Safety – Div. of Motor Vehicles – Internat'l Registration Program

502664 Contracts for Operational Services	<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>	<u>SFY2017</u>
	\$75,006.00	\$175,000.00	\$175,000.00	\$175,000.00

Explanation

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

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

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

2014-041 International Registration Plan

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

The scoring committee consisted of the following evaluators:

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

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

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

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

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

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

Definitions of Scoring Criteria:

Scoring of the Proposed Software Solution

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

Scoring of Vendor Technical, Service, and Project Management Proposal

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

Scoring of Vendor Company and Staffing Qualifications

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

Scoring the Software Solution Cost

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

Cost Scoring for RFP 2014-041

		Total Possible Points		40		
		Xerox		Explore		
Annual Fee	Cost	Cost Score	Cost	Cost Score	Cost	Cost Score
SFY 2014	\$ 869,833		\$ 100,000			
SFY 2015	\$ 638,471		\$ 200,000		\$ 997,500	
SFY 2016	\$ 255,950		\$ 200,000		\$ 690,166	
SFY 2017	\$ 255,950		\$ 200,000		\$ 220,000	
SFY 2018					\$ 220,000	
Overall Total	\$ 2,020,204	13.86	\$ 700,000	40.00	\$ 2,127,666	13.16
Lowest Cost	\$ 700,000					



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

March 31, 2014

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

Dear Commissioner Barthelmes:

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

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

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

Sincerely,

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

Peter C. Hastings

PCR/dcp
DOS 2014-095

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

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

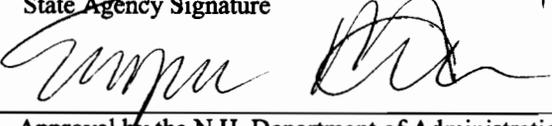
Subject: INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM FOR DOS DMV

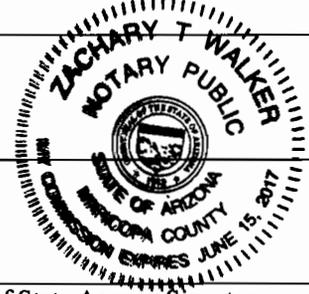
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 2 – CONTRACT AGREEMENT

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 2 – CONTRACT AGREEMENT

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

2014-014 COTS Contract Agreement-Part 2

Initial All Pages:

Xerox's initials: 

3/7/2014

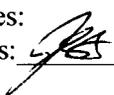
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 2 – CONTRACT AGREEMENT

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

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

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

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

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INTRODUCTION

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

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

RECITALS

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

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

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

1.2 Order of Precedence

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

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

1.3 Contract Term

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

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

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

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

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

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

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3. CONTRACT MANAGEMENT

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

3.1 Xerox's Contract Manager

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

Jason S. Stein
Vice President & Managing Director
101 N. 1st Avenue, Suite 2250
Phoenix, AZ 85003
Tel: 602-412-2070
Fax: 602-261-7991
Email: Jason.stein@xerox.com

3.2 Xerox's Project Manager

3.2.1 Contract Project Manager

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

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

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

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

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

3.2.5 The Xerox Project Manager is:

Melissa Cope
Senior Client Analyst
2222 Dividend Drive
Columbus, OH 43228
Tel: 614-771-4022
Fax: 614-771-4016
Email: Melissa.cope@xerox.com

3.3 Xerox Key Project Staff

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

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

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

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

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Xerox's Key Project Staff:

Key Member(s)

Mark Hogan
Xerox application staff
Xerox client analyst Staff

Title

IRP Program Manager

3.4 State Contract Manager

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

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

3.5 State Project Manager

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

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

The State Project Manager is:

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

Reference and Background Checks

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

4. DELIVERABLES

4.1 Xerox Responsibilities

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

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

4.2 Deliverables and Services

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

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

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

5.4 Title

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

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

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

8. WORK PLAN DELIVERABLE

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

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

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

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

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

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

9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

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

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

10.1 State's Data

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

10.2 Xerox's Materials

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

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

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

Not applicable, this contract is software as a service.

10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

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

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

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

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

11.3 Xerox Confidential Information

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

11.4 Survival

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

12. LIMITATION OF LIABILITY

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12.1 State

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

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

12.2 Xerox

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

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

12.3 State's Immunity

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

12.4 Survival

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

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

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

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

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

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

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

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

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

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

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

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

17. ESCROW OF CODE

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

18. GENERAL PROVISIONS

18.1 Travel Expenses

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

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

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

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

18.6 Computer Use

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

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

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

18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

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

18.11 Insurance

18.11.1 Xerox Insurance Requirement

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

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

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

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EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

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

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

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

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

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

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

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

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

Table 3 – IRP Registration Services Summary

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

2. TOTAL CONTRACT PRICE

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

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

3. INVOICING

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

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

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

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

4. PAYMENT ADDRESS

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

5. OVERPAYMENTS TO Xerox

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

6. CREDITS

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

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EXHIBIT D
Administrative Services**

There are no special provisions

1. STATE MEETINGS AND REPORTS

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

2014-041 Exhibit D Administrative Services

Initial All Pages:

Contractor's Initials 

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Exhibit D

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Administrative Services**

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

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

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

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

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

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

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2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

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

4. ACCOUNTING REQUIREMENTS

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

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5. WORK HOURS

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

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EXHIBIT E
IMPLEMENTATION SERVICES**

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

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

1.2 Timeline

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

1.2.1 Change Management and Training

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

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IMPLEMENTATION SERVICES**

2. IMPLEMENTATION METHODOLOGY

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

2.1 Hosted Server Access

- a. Definition of “Hosted Server Access” - Xerox will:
 - 1) Provide non-production access to a computer server or servers (“Hosted Server”) with the operating system configuration specific in the Ordering document and Exhibit.
 - 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week (“24x7”) with the following exclusions:
 - a) Scheduled maintenance (at least once weekly – timing to be coordinated with the State);
 - b) Scheduled periods when backup of Hosted Server takes place – timing to be coordinated with the State;
 - c) Emergency (non-scheduled) outages,
 - d) Scheduled outages for application of patches or other modifications requested by the State;
 - e) Perform one (1) daily backup of development and test instances of Xerox programs and State test data present on the Hosted Server, and
 - f) Upon completion or termination of the Hosted Server Access, create a copy of State development and test instances, using a medium agreed upon in advance, to facilitate transition of such information to other computer hardware (“Decommission Backup”). Transition and migration services are not provided as part of the Services but may be acquired separately from Xerox.

- b. Conditions and assumptions related to Hosted Server Access:
 - 1) State use of Hosted Server is limited to development, test, demonstration activities related to Xerox programs, and production purposes.
 - 2) Multiple customers may share the same computer server; the State instances shall be separated from other instances located on the same server using password protection.
 - 3) The State acknowledges that Xerox may use server and network equipment owned by Xerox or third-party hosting provider.
 - 4) The allocation of server resources is at Xerox’s discretion. Requests for dedicated or additional servers, additional disk space, or other additional hardware will result in a higher fee.

2.2 Network Services

- a. Definition of “Network Services” - Xerox will:
 - 1) In most cases, the State shall access its system using a web browser.

- b. Conditions and assumptions related to Network Services:



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



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SECURITY AND INFRASTRUCTURE**

1. SECURITY

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



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EXHIBIT F
TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

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

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

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

1.1 Test Planning and Preparation

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

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

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

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

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

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

1.2 User Acceptance Testing (UAT)

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

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

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

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

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

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

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

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

1.3 Performance Tuning and Stress Testing

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

1.7.1 Scope

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

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

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

1.7.2 Test Types

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

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

1.7.3 Tuning

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

1.7.4 Implementing Performance and Stress Test

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

1.7.5 Scheduling Performance and Stress Testing

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

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

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

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

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

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

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

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

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

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

1.8 Regression Testing

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

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

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

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

1.9 Security Review and Testing

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

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

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

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

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

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

1.10 Successful UAT Completion

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

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1.11 System Acceptance

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

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EXHIBIT G MAINTENANCE**

1. SYSTEM MAINTENANCE

1.1 Xerox shall maintain and support the system in all material respects as described in the applicable program documentation for 42 months ~~five (5) years~~ of maintenance after delivery and the warranty period of ninety (90) days. Any additional maintenance will coincide with the term of the option years once/if executed.

1.2 Xerox's Responsibility

Xerox shall maintain the Application System in accordance with the Contract. Xerox will not be responsible for maintenance or support for Software developed or modified by the State.

1.2.1 Maintenance Releases

Xerox 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.

2. SYSTEM SUPPORT

2.1 Xerox's Responsibility

Xerox 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.

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:

a. Class A Deficiencies – Xerox shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –Class B & C Deficiencies –The State shall notify Xerox of such Deficiencies during regular business hours and Xerox shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 Xerox shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 Xerox shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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- 3.3** For all maintenance Services calls, Xerox shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency Resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4** Xerox must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5** If Xerox fails to correct a Deficiency within the allotted period of time stated above, Xerox 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 Xerox's product and receive a refund for all amounts paid to Xerox, including but not limited to, applicable license fees, within ninety (90) days of notification to Xerox of the State's refund request
- 3.6** If Xerox fails to correct a Deficiency within the allotted period of time Stated above, Xerox 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.

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EXHIBIT H PRIORITY RESPONSES

Contractor Responses to Exhibit C in the RFP

#	Requirement	Detailed IRP Requirements IRP Compliance General	Current	(M/O)	Comply (Y/M/N) and Comments
1.1	General	The system must comply with and be maintained in compliance with all operational and audit requirements of the International Registration Plan (IRP) and Audit Procedures Manual (APM) as maintained by IRP, Inc.	Y	M	Y
2		Universal General			
2.1	General	The system must accommodate multiple, concurrent users, and be capable of handling all IRP transactions without any noticeable system delay.	Y	M	Y
2.2	General	The system must ensure efficient processing; there should be no more than a one (1) second average wait time between screens and no more than a three (3) second average response time to database queries. There must not be any discernible delay between entering date and display of the entered data on screen.	Y	M	Y
2.3	General	The system must include drop down menus, step-by-step instructions or similar features needed to make the	N	M	Y Other clients that use the Xerox online solution

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N	Requirement	Detailed IRP Requirements	Current	M/O	Comply (Y/N) and Comments
		system simple to use and understand.			utilize a wizard step-by-step IRP work flow. In the New Hampshire IRP online solution, Xerox will create IRP Wizards that will take the user through and instruct them on each IRP transaction.
2.4	General	The system must be intuitive to use so that users require minimal training to perform routine transactions in the system.	N	M	Y Other clients that use the Xerox online solution utilize a wizard step-by-step IRP work flow. The New Hampshire IRP online solution will have wizard processing for IRP transactions that walks users through specific IRP transactions such as add vehicle, renewal, replacement and add jurisdictions. These user wizards will contain New Hampshire specific verbiage and instructions.

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#	Requirement	Detailed IRP Requirements	Current (M/Q)	Example (N/M/Q) and Comments	
2.5	General	The system must provide intuitive workflow progression based on the transaction type chosen by the user.	N	M	Y Other clients that use the Xerox online solution use an intuitive workflow progression. The New Hampshire IRP online solution will have a Transaction Queue/Workflow Queue along with automatic emailing to the carrier with the status of their IRP application/transaction.
2.6	General	If a user's browser times out while the user is working in the system, the system will preserve their data and bring them back to the point where they left off. The system must prevent completion of a record or application upon a fatal error. The application and the client systems must not be used as temporary storage for sensitive data. Such data must be stored in secure data storage (for example in a database with the sufficient security level). Special mechanisms such as forced page	N	M	Y The system does save the records that have been completed by the user. For example, if the user is completing a 50 add vehicle transaction and only 49 vehicles are entered and the transaction is interrupted, all information keyed into the transaction will be saved up to the point of the interruption.

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Requirement	Level of Effort Requirements	Current DMV	Current DMV	Comments (Y/N/A) and Comments
2.7	General	Y	M	Y
2.7.a	General	N	O	M In the New Hampshire IRP online solution the screens will be customized to include a jurisdiction specific banner which would be approved by the New Hampshire DMV.
2.7.b	General	N	O	M In the New Hampshire IRP online solution, a banner will be displayed on all system pages.
2.7.c	General	N	O	M In the New Hampshire IRP online solution, static text will be displayed on the

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	Requester	Detailed IRP Requirements	Critical (Y/N)	Priority (Y/N)	Example (Y/N/A) and Comments
2.7.d	General	The home page/welcome screen must display after successful login.	N	M	desired screens. The text and screens would be determined and approved by New Hampshire. M In the New Hampshire IRP online solution, the home page/welcome screen will be displayed after the user successfully logs into the system.
2.7.e	General	It is desirable that the home page/welcome screen display user defined and updateable messages.	N	O	M In the New Hampshire IRP online solution, the messages on the home page/welcome screen may be changed/updated at any point in time.
2.7.f	General	It is desirable that the system allow a user with the proper authorization to create, view, edit, or remove system messages to be displayed on the home page/welcome screen.	N	O	N However as part of Xerox's full system solution/implementation, the dedicated New Hampshire system analyst will expedite and coordinate any changes that New Hampshire would like to

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#	Requirement	Detailed ERP Requirement	Current (Y/N)	M/O	Comply (Y/N/O) and Comments
					make to the home page/welcome screen. This would include creating new messages, editing existing messages and/or removing messages.
2.7.g	General	It is desirable the home page/welcome screen have navigation links to access major system function groups and icons to execute various functions (ex. Logout, help, etc.).	N	O	M In the New Hampshire IRP online solution, the home page/welcome screen will contain links to access the major system function groups and would also contain icons to perform various functions.
2.7.h	General	The login screen must contain links to request a login ID and to get help with a password issue.	N	M	M In the New Hampshire IRP online solution there is a link that the user may click to have their password reset. The temporary password is then emailed to the users email address on file.
2.7.i	General	The login screen must have fields to capture User ID and password, and functionality to submit for login	Y	M	Y

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#	Requirement	Detailed IRP Requirement	Current	(M/O)	Comply (Y/M/N) and Comments
2.7.j	General	validation. The system must allow users to login to NH DMV IRP with single User ID and password.	Y	M	Y
2.8	General	The system must provide context sensitive HELP function that is easily accessible, clear, user friendly, and effective in guiding a user to transaction completion.	Y	M	Y
2.9	General	The system must display a unique error message on screen for each type of error; the error message should be in user-friendly language that clearly describes the error and how it can be resolved.	Y	M	Y
2.10	General	Data entry fields must be transaction specific so that only predefined fields display and are updateable and unnecessary fields are either not presented or not updateable.	Y	M	Y
2.11	General	It is highly desirable that the system present data-entry screens so that data entry is consistent with the flow of data on the supplement application.	Y	O	Y
2.12	General	It is highly desirable that the system automatically populate related data fields based on data entered into the	N	O	M Optional data default software API's will be

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#	Requirement	Detailed IRP Requirements	Current (M/O)	Comply (Y/N/A) and Comments		
2.13	General	key field (ex. entered zip code populates city and jurisdiction fields). The system must facilitate data entry based on the data type (for instance, telephone numbers can be entered without typing hyphens and spaces).	Y	M	Y	added to at the request of New Hampshire
2.14	General	The system must conduct up-front validation to determine that all required fields have been completed and the data meets predefined formats, types, etc. It is preferable that field validation should take place on exiting the field, as opposed to on page save.	Y	M	Y	
2.15	General	The system must prevent completion of a record or application upon a fatal error, Consider requirement 2.9 above.	Y	M	Y	
2.16	General	The system must protect the integrity of historical transaction data; historical transaction data must not be changed by subsequent account activity.	Y	M	Y	
2.17	General	The system must retain at least (5) years of registration data; four years plus the current year of historical registration data and audit	Y	M	Y	

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	Registrator	Deleted From Registration	Current (Y/N)	Example (Y/N/A) and Comments	
2.18	General	information, and must provide online or print access to the data. The system must be able to track, retrieve and print all transactions for security and management reporting for a given date range.	Y	M	Y
2.19	General	The system must track all changes to account data, and be able to provide a report reflecting all changes that can be viewed or printed electronically from within the system.	Y	M	Y
2.20	General	The system must monitor, archive, and purge error log tables, transaction log tables, etc.	Y	M	Y
2.21	General	The system must allow authorized users to maintain comments associated to a registrant, fleet, customer account, or application record. The system must only display associated comments to authorized users.	Y	M	Y
2.21.a	General	The system must allow authorized users to associate or remove system defined comments to/from a registrant, fleet, or application record.	Y	M	Y
2.21.b	General	The system must allow authorized users to create, edit, or delete	Y	M	Y

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Requirement	Detailed Description	Current (Y/N)	M/O	Comply (Y/M/O) and Comments
2.21.c	General comments to be associated to a registrant, fleet, or application record. The system must associate a date/time stamp and user ID with each comment.	N	M	M The New Hampshire IRP system will capture the date, time and user ID for each comment entered into the system.
2.21.d	General Comments must be maintained in the system until a given registration year's data is purged from the system; comments associated to the purged registration year's data may be purged from the system at the same time.	N	M	M The New Hampshire IRP system will maintain the comments within the system until a given registration year's data is purged from the system.
2.22	General The system must provide a user-defined method to flag, suspend, or restore registrant accounts. Each flag, suspension, restoration, etc. must have a clear description of the nature/reason for the action. The system should allow user to put account on hold as opposed to suspended status. (e.g. If customer does not provide sufficient documentation, say 2290 their account status should not be a	Y	M	Y

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#	Requirement	Desired IRP Requirement	Current (Y/N)	M/O	Compl. (Y/M/N) and Comments
		suspended status instead it should be on put on hold due to insufficient documentation reason or other logical reason)			
2.23	General	The system must allow exportation/importation of data to/from other software applications.	Y	M	Y
2.24	General	It is desirable that the system permit, at any point while processing a transaction, the user to navigate to other portions of the application without losing data previously entered and without the user retracing each step of the transaction.	Y	O	M Fast paths exist throughout the system that allows the user to move from the current location to another desired portion of the system. For example, the user maybe on the vehicle data entry screen and by using a fast path they may navigate into inquiry to view the existing weight group(s) for the account that is being processed. When they have completed their inquiry they may then exit out of inquiry and the system navigates them back to the vehicle data entry screen without the loss of

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#	Requirement	Rated IRP Requirement	Critical	(M/D)	Comply (Y/M/D) and Comments
2.25	General	It is desirable that the system safeguard against user impatience, e.g. repeatedly pushing an action button in the hope of speeding up a transaction, etc.	N	O	any data that had been entered. M When processes are running in the system, the user cannot re-process or re-execute the same request while the initial request is still in the process of running and/or completing.
2.26	General	It is desirable that the system should allow user to screen capture 'on the screen' errors, error messages and send captured file via email to help/support.	N	O	Y
2.27	General	It is desirable that the system have a dashboard for assessing accounts at a glance. For example, outstanding documents, invoices, flagged accounts, notes etc.	N	O	M The Xerox IRP system does have transaction processing queues for the state users that can be customized/ utilized for New Hampshire.
2.28	General	It is desirable that the system have ability to manage customer contact including through fax, individual emails and mass distribution communications.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New

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#	Requirement	Detailed IRP Requirement	Current	(N/A)	Comply (Y/N/A) and Comments
2.29	Notifications	The system must provide a method for electronic communication with single or multiple account holders within the system.	N	M	Hampshire. Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
2.30	Notifications	The system must generate individual and batch notifications that are triggered manually or by system events.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
2.31	Notifications	The system must generate a notification to be sent via email to the designated address in the registrant record.	Y	M	Y
2.32	Notifications	The system must allow users to manually select pre-defined notifications to send to manually selected registrants, or to create ad hoc notifications to send to manually selected registrants.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
2.33.a	Notifications	New User Confirmation	N	M	Y
2.33.b	Notifications	Application Submitted for Approval	N	M	N The New Hampshire IRP online solution will have a

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	Requirements	Deliverables/Requirements	Current (M/O)	Complete (Y/N/D/S) and Comments
2.33.c	Notifications	Pending Customer Action	N	M The New Hampshire IRP online solution will have a Transaction Queue/Workflow that will show all applications/transaction that are waiting on completion due to pending actions that need to be taken by the customer(s)/carrier(s).
2.33.d	Notifications	Transaction Confirmation – Fees Calculated	N	M The New Hampshire IRP online solution will have a Transaction Queue/Workflow that will show all applications/transaction that have had the fees calculated

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M	Requirement	Detailed IRP Requirement	Critical	W/O	Contract W/O and Comments
2.33.e	Notifications	Transaction Confirmation – Fees Not Calculated	N	M	M and approved for payment. The New Hampshire IRP online solution will have a Transaction Queue/Workflow Queue that will show all applications/transaction that are waiting on the fees to be calculated.
2.33.f	Notifications	Payment Confirmation	N	M	M The New Hampshire IRP online solution will have a Transaction Queue/Workflow Queue that will show all applications/transaction that have been paid.
2.33.g	Notifications	Password Retrieval	N	M	M In the New Hampshire IRP online solution there is a link that the user may click to have their password reset. The temporary password is then emailed to the users email address on file.

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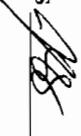
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	Equipment	Mobile IRP Requirements	Current (M/D)	Comply (Y/N/A) and Comments	
2.33.h	Notifications	Password Reset	N	M	In the New Hampshire IRP online solution there is a link that the user may click to have their password reset. The temporary password is then emailed to the users email address on file.
2.34	General - Printing	The system must be capable of printing letters, notices, and reports on demand or in batch process based on the document type and system and account settings.	Y	M	Y
2.35	General - Printing	The system must allow authorized users to schedule one time or recurring print jobs.	Y	M	Y
2.36	General - Printing	The system must allow print jobs to be canceled.	N	M	M This is handled by Xerox and the NH client analyst, but the system will be modified so that NH authorized users would be able to cancel a print job.
2.37	General - Printing	The system must be capable of printing, emailing or faxing credentials on demand or in a batch	Y	M	Y

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#	Requirement	Detailed IRP Requirement	Current (Y/N/D)	M	W/O	Comply (Y/N/D) and Comments
2.38	General - Printing	The system must print, email or fax automated letters depending on system and account settings (for example: delinquency, suspension, and refund letters). Currently using IBM Infoprint 6500, high speed printer with IP addressing.	N	M		Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
2.39	General - Printing	The system must have the ability to print labels either individually or in batch. This information would be extracted from the most recent address on the user account.	N	M		Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
2.40	General - Printing	The system must allow the user to view all print jobs in a separate window prior to printing.	Y	M		Y
2.41	General - Printing	The system must allow authorized users to refax or reprint all invoices and notices sent through the system including renewals.	Y	M		Y
2.42	General - Printing	The system must be able to print multiple copies of a form, invoice, letter, etc.	Y	M		Y
2.43	General -	Notification will be sent via email to	N	M		Y

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#	Requirement	Detailed IRP Requirement	Current	(M/O)	Comply (Y/M/N) and Comments
	Printing	the designated address in the registrant record.			The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
2.44	Inventory Management	The system must allow users to perform various IRP related functions outside of the application process such as renewal reconciliations and rollovers, batch processing, reprinting credentials, etc.	Y	M	Y
2.45	General	The system must allow the user to add a vehicle outside of the application process. The system must allow the user to search for the vehicle by VIN.	Y	M	Y
2.46	General	The system must allow an authorized user to correct the VIN associated to a vehicle.	Y	M	Y
2.47	General	The system must allow the user to calculate fees for multiple applications with a pre-defined status; the system should allow the batch process to be executed on demand, or processed as a scheduled or recurring job.	N	M	Y
2.48	General	The system must allow the user to	N	M	Y

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	Requirement	Proposed Response	Correct (Y/N)	M/D/Y	Comply (Y/N/A/Q) and Comments
		issue credentials for multiple applications with a pre-defined status; the system must allow the batch process to be executed on demand, or processed as a scheduled or recurring job.			
2.49	General	The system must allow an authorized user to view or edit deposit account, or to transfer a deposit balance by fleet or by registration year provided the system options are selected that allow such transfers.	N	M	Y
2.50	Exchange Rate	The system must allow an authorized user to add, view, and edit the currency exchange rate in the system.	N	M	Y
2.51	Exchange Rate	The system must ensure that on and after the first day of any month the current and prior system exchange rates cannot be modified.	Y	M	Y

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/N) and Comments
3.1	Account Management	The system must allow the creation and maintenance of registrant files.	Y	M	Y
3.2	Account Management	The system must allow authorized users to add a new registrant to the system; required and optional registrant fields will be defined during requirements gathering and must include all mandatory NH DMV IRP and PRISM fields.	Y	M	Y
3.2.a	Account Management	The system must allow an authorized user to save a registrant record, or to cancel any changes to the record prior to save.	Y	M	Y
3.2.b	Account Management	The system must allow multiple addresses for the same registrant (for example, physical, mailing, email, and contact information).	Y	M	Y
3.2.c	Account Management	It is desirable that the system allow the user to populate address information from one address type to other address types on the registrant record (for instance, physical to mailing, email and contact information); and automatically	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.

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		IRP Registration - Application Processing	Error	(M/D)	Comply (Y/M/N) and Comments
3.2.d	Account Management	populate the physical address to the mailing address on save when no mailing address has been entered. The system must validate that the Physical Address of the registrant must be a New Hampshire Address (mailing address can vary).	N	M	Y
3.3	Account Management	The system must allow users to search for a registrant. Wild card and multiple field searches must be available. Authorized users must be able to search by at least the following fields: registrant name, registrant DBA name, Account Number, TIN, USDOT Number, and License number in the future.	Y	M	Y
3.3.a	Account Management	The system must present users with search capabilities. The system should allow users to search for fleet, search for vehicle, search for Weight Groups, search for Plate number, VIN Search, FID search.	Y	M	Y
3.3.b	Account Management	The system must display search results by account number in ascending order. The user must be able to easily sort the results on any of the	Y	M	Y

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		IRP Registration - Application Processing	Current (M/D)		Comply (Y/M/N) and Comments
		returned fields which will be defined during requirements gathering, but returned fields must include, at a minimum, account number, Registration Year, account/registrant name, TIN, USDOT Number, city, contact name, and account status.			
3.3.c	Account Management	The system must display the registrant record details instead of the search results page when only one record exists for any given search criteria.	N	M	Y
3.3.d	Account Management	The user must be able to easily navigate from a record in the search results to the actual registrant record (using a hyperlink for instance or by double clicking on rows, cells in the results page).	Y	M	M Screen navigation will be modified to allow users direct access to edit account/vehicle information.
3.4	Account Management	When adding a new registrant, the system must alert the user if the TIN or DOT Number already exists for another registrant.	N	M	Y
3.5	Account Management	The system must allow the user to view registrant details (registrant record).	Y	M	Y
3.6	Account Management	The system must allow authorized users to edit the registrant details.	Y	M	Y

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		IRP Registration - Application Processing	Current (Y/N/D)		Comply (Y/M/N) and Comments
3.6.a	Account Management	The system must display registrant records with certain pre-defined restrictions as view only.	Y	M	Y
3.6.b	Account Management	The system must allow a user to save a registrant record, or to cancel any changes to the record prior to a save.	Y	M	Y
3.6.c	Account Management	The system must allow a user with the proper authorization to inactivate a registrant record under certain pre-defined conditions.	Y	M	Y
3.6.d	Account Management	The system must allow the user to populate address changes for one address type to other address types on the registrant record, or to registrant fleet address information.	Y	M	Y
3.6.e	Account Management	The system must allow authorized users to update the status of a registrant. A history of status changes must be maintained and must be viewable on screen.	Y	M	Y
3.6.f	Account Management	The system must allow authorized users to update options selected for a registrant account (for instance, allow authorized users, registrant to calculate and recalculate fees).	Y	M	Y

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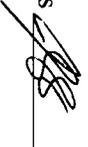


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3.7	Fleets Management	The system must allow authorized users to add a new registrant fleet to the system; required and optional fleet fields will be defined during requirements gathering and must include all mandatory NH DMV, IRP and PRISM fields.	Y	M	Y		
3.7.a	Fleets Management	The system must allow a fleet to be created in conjunction with adding a registrant, or independent of adding a registrant.	Y	M	Y		
3.7.b	Fleets Management	The system must copy the registrant address information to the fleet record when the fleet is created in conjunction with creating the registrant record.	Y	M	Y		
3.7.c	Fleets Management	The system must allow physical, mailing, email and contact addresses to differ in fleets with the same account number (automatically populate with the same address but allow overrides).	Y	M	Y		
3.7.d	Fleets Management	The system must allow a user to copy information from another fleet for the same registrant.	Y	M	Y		
3.7.e	Fleets	It is desirable the system allow the	N	O	Y		

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	IRP Registration Requirements	Application Requirements	Current (Y/N)	M/W	Comply (Y/M/N) and Comments
	Management	user to populate address information for one address type to other address types on the fleet record (for instance, physical to mailing and contact); and automatically populate the physical address to the mailing address on save when no mailing address has been entered for the fleet.			
3.8	Fleets Management	The system must allow users to search for a fleet. Wild card and multiple field searches must be available. Authorized users must be able to search by at least the following fields: account number, registrant name, registrant DBA name, USDOT Number, and registration year.	Y	M	Y
3.8.a	Fleets Management	The system must display search results by account number in ascending order, then by fleet number in ascending order. The user must be able to easily sort the results on any of the returned fields which will be defined during requirements gathering, but returned fields must include at a minimum fleet number,	Y	M	Y

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		Req. Description	Current	(M/O)	Comply (M/N) and Comments
		fleet name, registration year, account number, registrant name, USDOT Number, carrier name, fleet type, operation type, and account status.			
3.8.b	Fleets Management	It is desirable the system display the fleet record instead of the search results page when only one record exists for any given search criteria.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.8.c	Fleets Management	The user must be able to easily navigate from a record in the search results to the actual fleet record.	Y	M	Y
3.9	Fleets Management	The system must allow the user to view a list of fleets by registrant account number or registrant name (when more than one fleet exists for a registrant account).	Y	M	Y
3.9.a	Fleets Management	The system must allow the user to easily navigate through the list.	Y	M	Y
3.9.b	Fleets Management	The system must include, at a minimum, the fleet number, fleet name, registration year, fleet type, and fleet operation fields in the list.	Y	M	Y
3.9.c	Fleets Management	The system must allow the user to add a fleet from this screen and populate the new fleet record	Y	M	Y

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		IRP Registration Application Requirements	Current (M/O)	Comply (N/M/O) and Comments
		with pre-defined information from the registrant record.		
3.10	Fleets Management	The system must allow the authorized user to view fleet details (fleet record)	Y	M
3.11	Fleets Management	The system must allow authorized users to edit the fleet details.	Y	M
3.12	Fleets Management	The system must display fleet records with certain pre-defined restrictions as view only.	Y	M
3.13	Fleets Management	The system must allow a user to save a fleet record, or to cancel any changes to the record prior to a save.	Y	M
3.14	Fleets Management	The system must allow a user with the proper authorization to inactivate a fleet record under certain pre-defined conditions independently from the other fleets in the same account.	Y	M
3.15	Fleets Management	The system must allow the user to populate address changes to other address types on the fleet record.	Y	M
3.16	Fleets Management	The system must allow authorized users to update the status of a fleet. A history of status changes must be maintained and must be viewable on screen.	Y	M

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		IRP Requirements – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
3.17	Fleets Management	The system must allow authorized users to update options selected for a fleet (for instance, allow temporary authorities on renewals).	Y	M	Y
3.18	Vehicle Management	The system must allow users to view a list of all vehicles for a given fleet. The system should allow user to query the date the vehicle was first added to the fleet, and be able to see the date plates were canceled on a vehicle.	Y	M	Y
3.18.a	Vehicle Management	The system must allow the user to easily navigate through the list of vehicles for a given fleet.	Y	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.18.b	Vehicle Management	It is desirable that the system include, at a minimum, the vehicles number, vehicle type, model year, make, VIN, USDOT Number, usage type, weight group and effective date fields for all vehicles in the list.	N	O	Y
3.18.c	Vehicle Management	The system must allow the user to add a new vehicle, edit an existing vehicle and create a new application from this screen.	N	M	Y The Xerox system does have this capability for other clients and we can

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							activate this for New Hampshire.
3.18.d	Vehicle Management	The system must allow a user to view vehicles information.	Y	M		Y	
3.18.e	Vehicle Management	The user must be able to easily navigate from a vehicles record in the list to the actual unit record.	Y	M		Y	
3.19	Vehicle Management	It is desirable the system allow the user to update an onscreen list (vehicles checklist) indicating which required documents have/have not been received for each vehicles. If the system allows such updates, the list must include, at a minimum, proof of HVUT payment, and UCR compliance. Also Proof of FEIN if the vehicle is registered as a company.	N	O		Y	The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.20	Vehicle Management	It is desirable the system provide the ability to view (on screen) vehicles still needing required documents prior to issuing credentials.	N	O		Y	The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.21	Applications Management	It is desirable the system allow users to view a list of all applications for a fleet.	Y	O		Y	

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		IRP System Requirements	Current	(N/A)	Compliance (Y/M/N) and Comments
3.21.a	Applications Management	It is desirable the system allow the user to easily navigate through the application list.	Y	O	Y
3.21.b	Applications Management	It is desirable the system include, at a minimum, the application number, registration year, application type, transaction date, effective date, status, balance due, and last modification date for all applications in the list.	Y	O	Y
3.21.c	Applications Management	It is desirable the user be able to easily navigate from an application record in the list to the actual application record.	Y	O	Y
3.22	Applications Management	The system must allow a user to view/edit an application.	Y	M	Y
3.23	Applications Management	The system must allow a user to view an invoice for an application.	Y	M	Y
3.24	Applications Management	The system must be able to display all vehicle associated with a user supplied USDOT Number.	Y	M	Y
3.25	Applications Management	The system must accurately process IRP registration transactions, such as new accounts, renewals, added jurisdictions, weight changes, the addition and deletion of vehicles with transfer, license plate	Y	M	Y

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		IRP Requirements – Application Processing	Current (Y/N)	(M/O)	Comply (Y/M/N) and Comments
		transfers, credential replacements, and correction/update transaction types.			
3.26	Applications Management	The system must allow users to view a list of current applications by registration year.	Y	M	Y
3.26.a	Applications Management	It is desirable the system display applications in the list according to a pre-defined default sort order. The user must be able to easily sort the results on any of the list fields which will be defined during requirements gathering.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.26.b	Applications Management	It is desirable the system allow the user to filter the application list at a minimum on application type, status, receipt date, user, TIN, account number, or registration year.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.26.c	Applications Management	The system must allow the user to easily navigate through the application list.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.26.d	Applications Management	It is desirable the system include, at a minimum, the application type,	N	O	Y The Xerox system does

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		IRP Registration - Application Frequently	Current (M/D)	Copy (Y/M/D) and Comments	
3.26.e	Applications Management	It is desirable the system not display applications in the list where the application effective date is earlier than a pre-defined period prior to the system date. receipt date, TIN, account number, fleet number, registration year, application number, status, status date, last modified by, transaction number, in use by, and messages for all applications in the list.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.26.f	Applications Management	The user must be able to easily navigate from an application record in the list to the actual application record.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.27	Applications Management	The system must display applications in view only mode based on one or more pre-defined application, registrant, or fleet statuses.	Y	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.28	Applications Management	The system must ensure that only one user at a time is able to modify a	N	M	Y The Xerox system does

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		IRP Registration - Application Processing	Critical	(M/O)	Comply (Y/M/N) and Comments
3.29	Applications Management	selected application; another user may not modify the application until the current user releases the application. The system must ensure that all paid applications or invoices are Read only.	Y	M	Y have this capability for other clients and we can activate this for New Hampshire.
3.30	Applications Management	It is desirable the system allow a user to create an application from the view fleet screen.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.31	Applications Management	The system must ensure that only authorized users can create or modify audit applications.	Y	M	Y
3.32	Applications Management	It is desirable the system automatically assign application begin and end dates based on logic defined during requirements gathering. The system must allow authorized users to override the system defaults for the begin date.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.33	Applications Management	The system must assign statuses based on pre-defined logic to applications as the application progresses through the application	Y	M	Y

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3.34	Applications Management	The system must allow authorized users to update certain pre-defined application statuses. process (for example – in process, pending approval, unpaid, etc.).	Y	M	Y		
3.35	Applications Management	The system must display, in a user friendly and intuitive manner, the progress of the application as it is being processed so as to guide the user through the steps necessary to complete the application. It should be evident what steps are completed and what steps must still be accomplished. The steps should include but are not limited to summary, jurisdictions, weights, vehicles, fees, payment, and credentials.	Y	M	Y	New Hampshire will be able to customize the IRP transaction queue processes which include automated email and renewal notifications for all IRP carriers	
3.36	Applications Management	The system must allow the user to view a summary of each application that reflects the application processing done for an application as it progresses through the application process.	Y	M	Y	New Hampshire will be able to customize the IRP transaction queue processes which include automated email and renewal notifications for all IRP carriers	
3.37	Applications	The application summary must	Y	M	Y		

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		IRP System Requirements	Current System	(M/O)	Comply (Y/N/A) and Comments
	Management	display at a minimum, application fee totals, jurisdiction fee totals, application counts (vehicle renewed, added, etc.), vehicles modified (vehicles number and associated action), application status, and last user to modify the application.			New Hampshire will be able to customize the IRP transaction queue processes which include automated email and renewal notifications for all IRP carriers
3.38	Applications Management	The system must display all fees in US dollars.	Y	M	Y
3.39	Applications Management	It is desirable the system allow authorized users to add and delete application comments.	Y	O	Y
3.40	Applications Management	It is desirable the system allow authorized users to view available, issued, and remaining credits for an application.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.41	Applications Management	The system must allow authorized users to view and make fee adjustments to an application.	Y	M	Y
3.42	Applications Management	The system must allow authorized users to save an application, or to release an application, for modification by another user.	Y	M	Y
3.43	Applications Management	The system must allow an authorized user to delete (with an audit trail)	Y	M	Y

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		IRP Requirements - Application Processing	Current (Y/N)	M/W/D	Comply (Y/N/ND) and Comments
3.44	Applications Management	an application under certain pre-defined conditions. The system must allow authorized users to void an application (with an audit trail) under certain pre-defined conditions.	Y	M	Y
3.45	Applications Management	The system must allow an authorized user to clear an application under certain pre-defined conditions.	Y	M	Y
3.46	Applications Management	The system must allow authorized users to view jurisdictions for a selected application.	Y	M	Y
3.47	Applications Management	The system must allow a vehicle to be registered for two different registration years without having to enter the vehicle information twice.	Y	M	Y
3.48	Applications Management	The system must allow authorized users to correct errors before a supplement is invoiced and temporary credentials are issued.	Y	M	Y
3.49	Jurisdiction Processing	The system must allow authorized users to add or edit jurisdictions for a selected application (the base jurisdiction must always be selected and cannot be edited).	Y	M	Y
3.49.a	Jurisdiction Processing	The system must check that all selected jurisdictions are contiguous.	Y	M	Y

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	IRP Registration - Application Processing	Current (M/D)	Copy (N/A/N) and Comments		
3.49.b	Jurisdiction Processing	The system must notify the user if connecting jurisdictions are missing, and allow the user to add the missing jurisdictions.	Y	M	Y
3.49.c	Jurisdiction Processing	The system must allow a user with the proper authorization to override a system warning if the selected jurisdictions are not contiguous.	N	M	Y
3.49.d	Jurisdiction Processing	The system must allow the user to select a system defined group of jurisdictions to be defined during requirements gathering (for instance all continental US).	N	M	M
3.49.e	Jurisdiction Processing	The system must allow the user the ability to filter the jurisdictions list to display only those jurisdictions selected, so as to eliminate screen clutter and unnecessary data entry.	Y	M	M
3.50	Estimated distance	The system must allow the user to enter distance for selected jurisdictions.	Y	M	Y
3.50.a	Estimated distance	The system must monitor the declared (user entered) actual and estimated distance for each	Y	M	Y

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		IRP Registration - Application Processing	Current (Y/N)	(M/O)	Comply (Y/M/N) and Comments
		registrant by checking for second year mileage estimates.			
3.50.b	Estimated distance	The system must automatically change first year estimates to second year estimates, or allow first year estimates based on the requirements of the IRP Plan.	Y	M	Y
3.50.c	Estimated distance	It is desirable the system flag estimates that were changed by the system.	N	O	M These are tracked and will be displayed to the user upon business requirement definitions.
3.50.d	Estimated distance	The system must allow authorized users to override system estimate changes.	Y	M	Y
3.50.e	Estimated distance	The system must calculate, display, and report distance estimates for each IRP Member jurisdiction based on the method mandated by the IRP Plan.	Y	M	Y
3.50.f	Estimated distance	The system must determine whether first or second estimated mileage codes should be used based on application type, historical system data, etc., and should pre-populate mileages based on New Hampshire estimated distance chart which can	Y	M	Y

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			be generated by the an authorized system user.				
3.50.g	Estimated distance	The system must allow the user to accept NH DMV estimated distance schedule or enter the estimated distance provided by the carrier.	Y	M	Y		
3.50.h	Estimated distance	It is desirable the system require an explanation for the use of distance estimates.	N	O	Y		
3.50.i	Estimated distance	The system must automatically populate the distance estimates into the distance fields when the applicant needs to use distance estimates.	Y	M	Y		
3.50.j	Estimated distance	The system must allow the user to override the system generated distance type – actual, estimated, or second year estimate.	Y	M	M	The Xerox system does have this capability for other clients and we can activate this function for New Hampshire.	
3.50.k	Estimated distance	The system must allow the user to indicate whether or not the jurisdiction distance is prorated.	Y	M	Y		
3.50.l	Estimated distance	The system must allow the user to enter total distance	Y	M	Y		
3.50.m	Estimated distance	The system must validate the user entered total distance against the sum of the distance reported for all	Y	M	Y		

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3.50.n	Estimated distance	jurisdictions. The system must display a warning that includes the correct distance total when validation fails.	Y	M	Y
3.50.o	Estimated distance	The system must allow the user entered total distance to be edited.	Y	M	Y
3.51	Jurisdiction Processing	It is desirable that the system enables or disables fields requiring user input based on the jurisdictions selected.	N	O	Y
3.52	Jurisdiction Processing	The system must accurately calculate the percentage allocation of distance by jurisdiction (apportionment percentage) according to the IRP Plan, and display the percentages as decimals (calculated to six decimal places and rounded to five decimal places).	Y	M	Y
3.53	Jurisdiction Processing	It is desirable that the system will display a distance summary as defined during requirements gathering.	N	O	M
3.54	Jurisdiction Processing	The system must allow users to save selected jurisdictions and	Y	M	Y

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			associated distance, or cancel changes to jurisdictions selections.			
3.55	Weight Group Management		The system must allow authorized users to maintain weight groups.	Y	M	Y
3.55.a	Weight Group Management		The system must allow users to view weight group information for a fleet including, but not limited to, weight group ID, type, default lbs., default kgs., default axles, and jurisdictions associated to the fleet along with the associated weight values.	Y	M	Y
3.55.b	Weight Group Management		The system must allow authorized users to add a weight group for a fleet.	Y	M	Y
3.55.c	Weight Group Management		The system must allow the user to apply default weights to all fleet jurisdictions, or to enter weights for all fleet jurisdictions, or to override defaults (for Quebec, axles must be displayed/entered instead of weight in kgs).	Y	M	Y
3.55.d	Weight Group Management		It is desirable that the system require an explanation for a 10% variance in jurisdiction weights.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New

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		IRP Requirements – Application Preceding	Current (M/D)	Comply (Y/M/N) and Comments		
3.55.e	Weight Group Management	The system must warn the user when creating a weight group that there is more than one weight group with the same default weight.	Y	M	Y	Hampshire.
3.55.f	Weight Group Management	The system must allow authorized users to edit a weight group for a fleet.	Y	M	Y	
3.55.g	Weight Group Management	The system must allow authorized users to delete a weight group.	Y	M	Y	
3.55.h	Weight Group Management	The system must allow authorized users to save a weight group, or cancel changes to a weight group before saving.	Y	M	Y	
3.56	Weight Group Management	The system must allow authorized users to maintain vehicles to weight group assignments.	Y	M	Y	
3.56.a	Weight Group Management	The system must allow authorized users to view vehicles to weight group assignments.	Y	M	Y	
3.56.b	Weight Group Management	The system must provide the ability to query a weight group to view the active vehicle assigned to that weight group.	Y	M	Y	
3.56.c	Weight Group Management	The system must allow authorized users to assign multiple vehicles to a weight group at one time, or to	Y	M	Y	

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		IRP Registration - Application Processing	Current (M/D)	Copy (M/M/D) and Comments	
		individually assign a vehicle to a weight group.			
3.56.d	Weight Group Management	The system must allow authorized users to save vehicles to weight group assignments, or to cancel vehicles to weight group changes prior to saving the assignment.	Y	M	Y
3.56.e	Weight Group Management	The system must allow authorized users to change a vehicle to weight group assignment.	Y	M	Y
3.56.f	Weight Group Management	The system must automatically populate weight once the weight group number is entered.	Y	M	Y
3.56.g	Weight Group Management	The system must allow an increase or decrease to the registered weight of a vehicle. [Note: Certain Jurisdictions do not allow a decrease in weight. Details will be discussed in the requirements gathering session.]	Y	M	Y
3.56.h	Weight Group Management	The system must alert the user when a vehicle is put into a weight group that requires proof of payment of Heavy Vehicle Use Tax (HVUT), and then automatically add HVUT to	Y	M	Y

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		the document checklist for the unit.		
3.57	Vehicle Management	The system must allow authorized users to maintain vehicle.	Y	M Y
3.57.a	Vehicle Management	The system must allow users to view vehicles associated to a fleet.	Y	M Y
3.57.b	Vehicle Management	The system must allow authorized users the choice on screen of adding vehicles, editing a vehicle, returning to application summary, navigating to the document maintenance screen, or continuing the application process.	Y	M Y
3.57.c	Vehicle Management	The system must allow authorized users to add a vehicle to a fleet; required and optional vehicle fields will be defined during requirements gathering and must include all required NH DMV IRP and PRISM fields.	Y	M Y
3.57.d	Vehicle Management	The system must allow the user to copy vehicle information from another fleet and vehicles for the same registrant.	Y	M Y
3.57.e	Vehicle Management	The system must validate the vehicles' Vehicle Identification Number (VIN); invalid VIN's will be identified, and the user will be	N	M Y The Xerox system does have this capability for other clients and we can

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3.57.f	- Vehicle Management	prompted to correct the error. The system must not allow authorized user's to continue without correcting the VIN.	N	M	Y	activate this for New Hampshire.	
3.56.g	Vehicle Management	The system must automatically populate pre-defined vehicles fields upon successful VIN validation (for example: model, make, year, vehicle type, and fuel type).	Y	M	Y	The Xerox system does have this capability for other clients and we can activate this for New Hampshire.	
3.56.h	Vehicle Management	The vehicles must have a unique identifier in the fleet (for example; vehicle number).	Y	M	Y		
3.56.i	Vehicle Management	The system must automatically determine and enforce field requirements based on the vehicle type.	Y	M	Y		
3.56.j	Vehicle Management	All unit monetary fields must be displayed in US currency.	Y	M	Y		
3.56.k	Vehicle Management	The system must allow the user to request credentials for the new unit (vehicle).	Y	M	Y		
	Vehicle Management	The system must require certain credentials based on a user request (for example: if the user selects plate, cab card must be automatically	Y	M	Y		

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		IRP System - Application Description	Current (Y/N)	IRP (Y/N/O)	Comply (Y/AM/N) and Comments
3.57.l	Vehicle Management	selected and can't be deselected). The system must clearly indicate whether or not plates or decals have been assigned to a vehicle.	Y	M	Y
3.57.m	Vehicle Management	The system must display default credential assignments that can be edited by the user subject to defined business rules. [Security driven (TBD)]	Y	M	M This will be done upon request from New Hampshire
3.57.n	Vehicle Management	The system must update the total vehicles for a fleet for estimated distance purposes based on the IRP Plan requirements whenever a power unit is added to the system.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.57.o	Vehicle Management	The system must allow authorized users to edit a vehicle(s) associated to a fleet.	Y	M	Y
3.57.p	Vehicle Management	The system must not allow updates to certain pre-defined vehicles fields.	Y	M	Y
3.57.q	Vehicle Management	It is desirable that the system select default credentials based on the application transaction. (For example: on an add jurisdiction the system default selection would be Cab Card and TA).	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.57.r	Vehicle	The system must allow authorized	Y	M	Y

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		IRP Registration – Application Processing	Current (M/O)	Comply (A/M/S) and Comments
	Management	users to remove active vehicles from service.		
3.57.s	Vehicle Management	The system must require the user to select a reason for removal.	Y	M
3.57.t	Vehicle Management	The system must remove the vehicles or restrict vehicles removal based on the reason the user selected.	Y	M
3.57.u	Vehicle Management	The system must allow the user to indicate if they want to transfer credit, plates, year decals, and month decals.	Y	M
3.57.v	Vehicle Management	The system must allow authorized users to reinstate a vehicle that was previously removed from service.	Y	M
3.57.w	Vehicle Management	The system must allow authorized users to request replacement credentials for existing vehicles (cab cards, TA's).	Y	M
3.57.x	Vehicle Management	The system must allow authorized users to transfer credit(s) from one vehicle to another based on the reason the user selected for removing the vehicles the credit is coming from.	Y	M
3.57.y	Vehicle Management	The system must transfer credits or restrict credit transfer based on the reason the user selected for removing the vehicles from	Y	M

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		IRP Registration - Application Processing	Current (Y/N)	M (M/N)	Comply (Y/M/N) and Comments
		which the credentials are being transferred.			
3.57.z.	Vehicle Management	The system must allow authorized users to transfer credential(s) from one vehicle to another vehicle of the same type.	Y	M	Y
3.57.z.1	Vehicle Management	The system must allow authorized users to save a vehicle(s), or to cancel an add vehicle(s) or changes made to an existing vehicle(s) prior to saving the vehicles record.	Y	M	Y
3.58	Vehicle Management	The system must allow the assignment of one vehicle at a time, or multiple vehicles as a group, from one fleet to another fleet.	Y	M	Y
3.59	Security Admin	The system must allow authorized NH DMV IRP staff to change account information, with the option of whether or not to generate a new billing.	Y	M	Y
3.60	Vehicle Management	The system must ensure continuous registration for previous New Hampshire-based vehicles.	Y	M	Y
3.61	Vehicle Management	For add/delete transactions, the system must automatically transfer the plate and decals along with the	Y	M	Y

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		IRP Registration Processing	Approval	Errors (N/A)	Comply (Y/M/N) and Comments
		appropriate credit from the deleted vehicle to the added vehicle.			
3.62	Vehicle Management	The system must allow internal users to post multiple supplements/invoices with the same account at one time.	Y	M	Y
3.63	Vehicle Management	The system must ensure that changes to data are supplement specific, and new changes will not eliminate or alter previous account information or history.	Y	M	Y
3.64	Security Admin	The system must allow authorized users, based on the user's security level, to modify Federal Employer Identification Numbers (FEIN) or to make VIN corrections in application processing.	Y	M	Y
3.65	Estimated distance	Currently NH DMV IRP's estimated mileage chart is based on each vehicle. The system must be able to multiply that average by the number of vehicles in the fleet. It also must calculate if it is the first year or a second year estimate and must make sure the calculation is accurate.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.66	Audit Processing	The system must be capable of generating the necessary billing and correspondence required as a result of	Y	M	Y

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		IRP System Requirements	Current (MVO)	Current (MVO)	Current (MVO) and Comments
		renewal/supplement processing or audit application processing.			
3.67	Invoice Management	The system must be capable of producing an accurate invoice after fees have been calculated.	Y	M	Y
3.68	Invoice Management	The system must display the invoice associated to an application once fees are calculated.	Y	M	Y
3.69	Invoice Management	The system must display the base jurisdiction's administrative fees on the invoice.	Y	M	Y
3.70	Invoice Management	It is desirable that the system allow authorized users to fax invoices and TA's directly from the system. Such functionality must allow the user to view fax status and to resend if the fax failed.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.71	Invoice Management	The system generated invoices must contain all standard IRP billing line items (base jurisdiction fees/credits, foreign jurisdiction fees/credits, adjustments, etc.) as well as NH DMV specific items to be defined during requirements gathering, and must be formatted according to NH DMV requirements.	Y	M	Y
3.72	Invoice	The system must be capable of	Y	M	Y

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		IRP Registration System - Application Processing	Current (Y/N/O)	Copy (Y/N/O) and Comments
	Management	producing invoices in multiple formats, such as but not limited to summary, detail by jurisdiction, or detail by vehicles.		
3.73	Invoice Management	The system must allow invoices to be viewed, printed, or sent electronically.	Y	M Y
3.74	Invoice Management	The system must allow authorized users, based on the user's security level, to reprint or void an invoice.	Y	M Y
3.75	Invoice Management	It is desirable that the invoice indicate the documents that must be submitted before credentials can be issued.	N	O M Invoice comments/verbiage will be updated upon request from New Hampshire.
3.76	Estimated distance	The system must calculate and display (on screen) distance estimates for each IRP member jurisdiction based on the method prescribed in the IRP Plan using historical mileage information for a user selected registration year.	N	M Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.77	Estimated distance	The system must calculate estimated distance on actual distances reported by all carriers in the correct reporting period for the application.	N	M Y The Xerox system does have this capability for other clients and we can

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		IRP Registration - Application Processing	Current (Y/N)	(M/D)	Comply (Y/M/N) and Comments
					activate this for New Hampshire.
3.78	Estimated distance	The system must allow the user to save calculated mileage estimates for a given registration year, and this information will be able to be retrieved and viewed in the system.	Y	M	Y
3.79	Estimated distance	The system must allow the user to modify and save calculated distance estimates for a selected year.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.80	Estimated distance	The system must allow the estimated distance chart to be viewed on screen and printed.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
3.81	Estimated distance	After generating invoices for application distance, the system must clearly display if jurisdictional distance was estimated and whether it was a first or second year estimate. The jurisdictional percentages on the invoice should be totaled. If the total is over 100%, the invoice should show	Y	M	Y

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IRP Registration Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
	which jurisdictions were 2nd year estimates that placed the fees over 100%.			

IRP Registration Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
4	IRP Audit			
4.1	Audit Processing	Y	M	Y
4.2	Audit Processing	Y	M	Y
4.3	Audit Processing	Y	M	Y
4.4	Audit Processing	N	M	Y

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		IRP Registration System	Current DMV	Current (Xerox) and Comments	
4.5	Audit Processing	Full Payment of Final Audit Assessment: Upon entry of full payment of an audit assessment, the system must remove the flag set due to the audit assessment.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
4.6	Audit Processing	Appeals of Audit Assessment: The system must allow audit users the ability to remove a suspension or revocation flag initiated by an audit assessment.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
4.7	Audit Processing	It is desirable that the system allow the authorized user to use an algorithm to assist in selection of accounts for audit.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
4.8	General	The new registration system must include IRP audit functionality.	Y	M	Y
4.9	General	The system must have functionality to process all audits.	Y	M	Y
4.10	General	The system must allow auditors to query account information and store audit results, reports, etc. within the system.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New

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		IRP System - Application Processing	Current (Y/N)	IRP (Y/N)	County (Y/N) and Comments
		IRP Credential Card Card and Temporary Authority			Hampshire
5.1	Issuing	The system must be capable of issuing registration documents (credentials-cab cards, TA's) and offer inventory management capabilities like managing plates, and decals for each power unit registered.	Y	M	Y
5.2	Issuing	The system must allow credentials to be printed on demand or at a later time in batch mode.	Y	M	Y
5.3	Issuing	The system must allow users with the proper authorization to issue cab cards.	Y	M	Y
5.4	Issuing	The system must allow the option of printing credentials automatically upon payment when appropriate documents have been collected.	Y	M	Y
5.5	Issuing	The system must allow users with the proper authorization to issue temporary authorities (TA's).	Y	M	Y
5.6	Issuing	It is desirable that the system have the option to print or fax a TA from the system for all vehicles in a	N	O	Y The Xerox system does have this capability for

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		IRP Registration - Automated Processing	Current (M/D)	Comply (M/D) and Comments	
		supplement or for a single vehicle.		other clients and we can activate this for New Hampshire	
5.7	Issuing	The system must provide automated tracking of Temporary Authorities (TA's).	Y	M	Y
5.8	Issuing	It is desirable that the system allow Administrative staff with the proper authority to change the status for a single TA or a range of TA's.	N	O	Y
5.9	Issuing	The system must provide the ability to correct or cancel an existing TA.	Y	M	Y
5.10	Issuing	The system must only process credentials for active IRP accounts; an account suspension, revocation, or restriction must prohibit the issuance of credentials.	Y	M	Y
5.11	Issuing	The system must allow the option to view, print, reprint, or fax (TA's only) cab cards and temporary authorities for all vehicles in a fleet, all vehicles in a supplement, or individually by equipment unit number in a fleet.	Y	M	Y

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		IRP Requirements – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
5.12	Issuing	The system must maintain a history of credential issuance by, but not limited to, plate number, year decal number, month decal number, and registration year.	Y	M	Y
5.13	Issuing	It is desirable that the system be capable of creating, issuing, storing, and printing unladen weight permits (Hunter’s permits). [Note: Requirements for Hunter’s permit will be defined in the requirement gathering session]	N	O	Y The Xerox system does have this capability for other clients. In order for Xerox to activate this function for New Hampshire, Xerox will need New Hampshire’s business requirements in order to implement.
5.14	Issuing	It is desirable that the system provide the ability to view (on screen) supplements still needing required documents prior to issuing credentials.	N	O	Y The Xerox system does have this capability for other clients. New Hampshire will be able to customize/utilize the IRP transaction status queue.
5.15	Issuing	It is desirable that the system provide a means to ensure that all Temporary Authorities (TA’s) are invoiced unless the TA has been canceled.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New

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		IRP Requirements & Application Processing	Current	(N/D)	Comply (Y/M/N) and Comments
5.16	Issuing	The system must assign the proper credentials to eligible vehicles based on the type of transaction performed.	Y	M	Y Hampshire
5.17	Plate Transfers	The system must allow user to do plate transfers as defined by NH DMV.	Y	M	Y
5.18	Specifications	The system must be capable of producing cab cards and temporary authorities (TA's) that conform to the requirements of the NH DMV, the IRP Plan, and PRISM (Performance and Registration Information System Management). The system is required to produce cab cards and TA's on 8 ½ -inch by 11-inch plain paper. The cab card and TA must contain an AAMVA compliant (PDF417) bar code printed directly from the system that meets the PRISM IRP Cab Card Bar Code Specifications v. 3.4.1 [see http://cvisn.fmcса.dot.gov/default/asp.x?PageID=prism1].	Y	M	Y
5.19	Specifications	The system must provide a mechanism for the NH DMV IRP Administrator to modify predefined	Y	M	Y

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5.20	Specifications	Cab Card and Temporary Authority (TA) information from within the system (ex. Office address and contact information, headings, etc.). The system must provide some means for law enforcement to verify the authenticity of a TA or cab card (for instance, a unique control number printed on the credential that can be verified against the IRP system).	Y	M	Y

		IRP Registration – Application Processing IRP Administration	Current (M/O)	Comply (Y/M/N) and Comments	
6					
6.1	Inventory Management	The system must allow authorized users to override or manually assign specific plate, year decal, or month decal numbers from the available system inventory to a vehicle. Details will be provided in the Requirements Gathering phase. TBD	Y	M	Y
6.2	Inventory Management	The system must support the automatic issuance of plates, year decals, and month decals according to	Y	M	Y

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/N/N) and Comments
6.3	Inventory Management	the vehicle type, registration year, and appropriate inventory location. The system must correctly assign a license plate, year decal, and month decal from inventory to a vehicle as needed based on the registration transaction.	Y	M	Y
6.4	Inventory Management	The system must be capable of reassigning plates, year decals, and month decals from one vehicle to another based on a given transaction type.	Y	M	Y
6.5	Inventory Management	The system must automatically assign plate, year decal, and month decal numbers from the available system inventory according to the inventory disposition method defined by NH DMV (ex. Numeric order, FIFO, LIFO, etc.).	Y	M	Y
6.6	Inventory Management	The system must allow users with the proper authorization to undo a plate or decal assignment.	Y	M	Y
6.7	Inventory Management	It is desirable that the system provide an administrative process to record, update, and view license plates, year decals, and month decals.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New

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		IRP Registration - Application Processing	Current	(M/D)	Comply (Y/M/N) and Comments
6.8	Inventory Management	The system must record the plate and decals issued to a vehicle, maintain a history of inventory issued, and update the current inventory to reflect the inventory on hand.	Y	M	Y Hampshire
6.9	Cab Card & Temporary Authority Issuing	The system must be capable of issuing duplicate cab cards, plates, and decals, and allowing an authorized user to override the fees for the duplicate credentials.	Y	M	Y
6.10	Cab Card & Temporary Authority Issuing	It is desirable that the system automatically place a suspension status on all active registrations for a registrant that has failed to pay all apportionable fees due within 90 calendar days of the issuance date of the TA.	N	O	Y This feature will be turned on for New Hampshire upon receipt of business rules requirements.
6.11	Cab Card & Temporary Authority Issuing	It is desirable that the system automatically prevent IRP Clerks from issuing temporary authority to new accounts that have not paid the invoice in full.	N	O	Y This feature will be turned on for New Hampshire upon receipt of business rules requirements.
6.12	Inventory Management	The system must allow an authorized user to add and maintain inventory items either individually or in bulk.	Y	M	Y

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		Inventory items include, but are not limited to, plates, year decals, and month decals. Details will be discussed during requirements gathering phase.			
6.13	Inventory Management	The system must ensure that each inventory item be uniquely identified.	Y	M	Y
6.14	Inventory Management	The system must allow inventory items to be assigned to a specific inventory location, category, vehicle type, inventory type, and registration year.	Y	M	Y
6.15	Inventory Management	The system must allow an inventory status to be assigned to each inventory item. The status must be automatically assigned based on the transaction.	Y	M	Y
6.16	Inventory Management	The system must allow an authorized user to search for an inventory item by criteria pre-defined by NH DMV (ex. by registration year, inventory location type or category, inventory number, etc.).	Y	M	Y
6.17	Inventory Management	It is desirable that the system allow wildcard characters to be used in all search fields.	N	O	Y The Xerox system does have this capability for other clients and we can

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
6.18	Inventory Management	It is desirable that the system allow the user to filter the search for a user entered inventory status (ex. Unassigned).	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
6.19	Inventory Management	The system must allow an authorized user to manually update the status of an inventory item or range of inventory items.	Y	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
6.20	Inventory Management	It is desirable that the system allow an authorized user to select a pre-defined comment(s) or manually enter one or more comments in the system to be associated with an inventory item and to assign an optional expiration date to a comment.	N	O	M Comments will be attached to all inventory items that New Hampshire needs to track.
6.21	Inventory Management	The system must allow an authorized user to transfer inventory items individually or in bulk by location or by registration year. The system must ensure that only unassigned	Y	M	Y

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		IRP Registration - Application Processing	Current (Y/N/O)	M	Y	Comply (Y/M/N) and Comments
6.22	Inventory Management	inventory items can be transferred. The system must allow an authorized user to delete inventory items individually or in bulk. The system must ensure that only unassigned inventory items can be deleted. A reason for the deletion must be entered in the system.	Y	M	Y	
6.23	Jurisdiction Management	The system must have functionality that allows jurisdiction users with the proper authorization to manage jurisdiction specific information or functionality.	Y	M	Y	
6.24	Jurisdiction Management	The system must allow users with the proper authorization to view, add, or edit jurisdictional fields without vendor intervention.	Y	M	Y	
6.25	Jurisdiction Management	The system must have built-in flexibility via system option selections that allow users with the proper authorization to select or deselect options/defaults to adapt the application to NH DMV's business rules (ex. Security – options to select timeout duration, required password change after x days, etc.; IRP – options to allow registrant deposits,	Y	M	Y	

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		IRP Requirement Preceding	Application	Current	(M/O)	Comply (Y/N/N) and Comments
6.26	Jurisdiction Management	allow cab cards to be generated for address changes, add or edit values to drop down fields, etc.)	The system must allow authorized users to correct erroneous data used to create/calculate estimated distance information within the system without vendor intervention.	N	M	M Interface will be created once business requirements are defined / delivered by New Hampshire.
6.27	Jurisdiction Management	The system must allow authorized users to control the system time out interval.		N	M	M System time out intervals are based on corporate security policies from Xerox. Upon contract award security teams from Xerox and New Hampshire will meet to discuss any concerns or adjustments needed by New Hampshire.
6.28	Jurisdiction Management	The system must allow a user with the proper authorization to edit the base jurisdiction fee values.		N	M	Y An invoice interface will be created once business requirements are defined / delivered by New Hampshire.
6.29	Cab Card &	It is desirable that the system allow		N	O	Y

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/N/A) and Comments
	Temporary Authority Specifications	staff with the proper authorization to modify the layout of the invoice, cab card, and TA format or generic information from within the system without vendor intervention.			As part of Xerox's full system solution/implementation, the New Hampshire system analysts will expedite and coordinate any changes that New Hampshire will need on a printed document from the New Hampshire IRP system. This support exists throughout the entire contract.
6.30	Cab Card & Temporary Authority Specifications	It is desirable that the system allow staff with the proper authorization to modify the vehicle make list from within the system without vendor intervention.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
6.31	Interfaces	The system must provide and accept data transmissions from multiple platforms.	N	M	Y The current IRP system currently interfaces to multiple platforms. Utilizing web services the IRP system can communicate with almost any platform. Current

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		IRP Registration - Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
6.32	Jurisdiction Management	The system must be able to handle any jurisdictional fee changes and the monthly Canadian exchange rate. Details will be discussed during the requirement gathering session. [Note: Currently this is done manually by the IRP Auditor]	Y	M	Y interfaces include but are not limited to: IRP Clearinghouse, PRISM, FMCSA, PreVIEW and multiple SAFER/CVIEW/CVISN platforms.
7		IRP Registration Renewals			
7.1	Application Processing - Renewals Rollovers	The system must allow an authorized user to rollover either all account fleets (except inactive accounts) with a common fleet expiration date or a single account fleet from one registration year to another; the user must be able to process the rollover on demand or as a scheduled or recurring job.	Y	M	Y
7.2	Application Processing -	The system must automatically create the renewal application in the new	Y	M	Y

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		IRP Registrations - Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
	Renewals Rollovers	registration year, and populate the application with fleet and vehicles information from the prior registration year.			
7.3	Application Processing - Renewals	The renewal application must include all previous year active vehicles.	Y	M	Y
7.4	User Admin	It is desirable that the system generate an error report for fleets that failed to rollover, and either a confirmation message or notification when the rollover process is complete.	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire
7.5	Application Processing - Renewals	The system must allow the user to update the renewal application with jurisdiction, vehicles, or weight group information that was added in the prior registration year after a renewal rollover was performed for a fleet.	Y	M	Y
7.6	Application Processing - Renewals	The system must allow the user to print renewal schedules on demand by account range or by individual fleet.	Y	M	Y
7.7	Application Processing - Renewals	The system must not prevent the user from applying payment to accounts with certain statuses/scenarios (for	Y	M	Y

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		IRP Registration - Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
		example, the user should not be allowed to issue credentials when the registrant is suspended or on hold due to lack of some documents. However, payment should be processed).			
7.8	Payment Processing - Renewals	The system must not allow the user to pay supplements out of order, including supplements that span multiple registration years.	Y	M	Y
7.9	Application Processing - Yearly Renewals	The system must provide a view of payment history for a selected fleet.	Y	M	Y
7.10	Application Processing - Yearly Renewals	The system must allow a payment to be unpaid by a user with the proper authorization prior to the fees being transmitted; the system must require an explanation for the action.	Y	M	Y
7.11	Application Processing - Yearly Renewals	The system must allow authorized users, based on the user's security level, to change/void a payment or payment adjustment in payment processing.	Y	M	Y
7.12	Application Processing - Yearly Renewals	The system must allow a payment to be voided at any time prior to fees being transmitted by a user with the proper authorization; the system	Y	M	Y

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		IRP Registration – Application Processing	Current	M/O	Comply (Y/N) and Comments
7.13	Application Processing - Yearly Renewals	The system must display (on screen) on demand a list of all Temporary Authorities (TA's) by expiration date for which payment has not been received from the carrier, and allow a report of this information to be generated on demand.	N	M	M A new display will be created for New Hampshire that will reflect outstanding TA's as defined by the business requirements provided by New Hampshire.

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		IRP Registration – Application Processing IRP Process Management	Current	(M/O)	Comply (Y/M/N) and Comments
8.1	Fee Calculations	The system must accurately calculate fees based on jurisdiction, distance, weight, and vehicles information for a single application or for multiple applications (batch mode).	Y	M	Y
8.2	Fee Calculations	The system must calculate fees according to the IRP Plan and NH DMV statutes.	Y	M	Y
8.3	Fee Calculations	The system must accurately calculate the fees required for each member jurisdiction in which the registrant declares they will travel based on the formulas provided by each member jurisdiction to IRP, Inc. Including the monthly Canadian Exchange Rate.	Y	M	Y
8.4	Fee Calculations	The system must calculate fees, credits, and adjustments for invoices of all types as well as perform other payment and accounting processes as required by the IRP registration and audit process.	Y	M	Y

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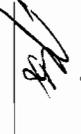


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		IRP Registrations – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
8.5	Fee Calculations	The system must automatically identify second year estimates and calculate fees accordingly as required by the IRP Plan.	Y	M	Y
8.6	Fee Calculations	The system must perform calculations at such speeds that the average wait time is less than 2 seconds for an average fleet of 5 vehicles or less, and for the largest fleet of approximately 550 vehicles the system must calculate fees in 1 minute or less. The system must be capable of calculating fees while allowing production work to continue without any decrease in response time.	Y	M	Y
8.7	Fee Calculations	The system must allow the option for the user to calculate fees when an application is completed or once the application has been approved.	Y	M	Y
8.8	Fee Calculations	The system must require a reason to be entered for each base fee that is overridden; the reason for the override must be saved for an audit trail and the historical data must be able to be viewed in a report.	N	M	M The Xerox system will require a reason or comment for any financial transaction that requires an override. This will be completed upon receipt of the business

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		IRP Registration Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
8.9	Fee Calculations	The system must display a transaction confirmation after fees are calculated or if the user chooses to calculate fees later.	Y	M	Y rule requirements from New Hampshire.
8.10	Notifications	The system must generate a notification when the transaction confirmation is generated.	Y	M	Y
8.11	General	The system must allow the user to elect to have fees calculated later.	Y	M	Y
8.12	General	If a user's browser times out while fees are being calculated, the system must complete the fee calculation and automatically create an invoice which the user can access after logging back into the system.	Y	M	Y
8.13	Fee Calculations	It is desirable that the system provide functionality for a user to manually enter fee calculation inputs outside of an application and receive a calculated fee total.	N	O	Y The Xerox system can accept manually entered fees and include them on the supplement total due so it is collected and recorded.
9		Revenue Operations			
9.1	Payment	The system must be capable of	Y	M	Y

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		IRP Requirement – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
	Processing	recording and maintaining payment data.			
9.2	Payment Processing	The system must provide computerized procedures for collecting and distributing fees.	N	M	Y The New Hampshire IRP online system will have specific New Hampshire comments/procedures as defined by New Hampshire in their business requirements.
9.3	Payment Processing	The system must allow users with the required privileges to process a payment.	Y	M	Y
9.4	Payment Processing	The system must track the receipt of documents required prior to accepting payment. [Note: The system should verify HVUT and other information before it does so etc.)	Y	M	Y
9.5	Payment Processing	The system must allow users to select one or more applications to pay.	Y	M	Y
9.6	Payment Processing	The system must allow users to post a payment for one application or for multiple invoices.	Y	M	Y
9.7	Payment Processing	The system must permit the user to enter multiple payment information (for instance check number) and	N	M	Y The Xerox system does have this capability for

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		IRP Registration – Application Processing	Current (M/O)	Comply (Y/M/N) and Comments
		<p>payment types such as cash, check, credit card, and EFT for a single transaction.</p>		<p>other clients and we can activate this for New Hampshire. Here are some examples of the multiple payment types that are accepted: cash, check, EFT, credit cards and E-Checks and tracks all needed payment data such as check numbers and credit card numbers (encrypted only).</p>

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		IRP Registration - Application Processing IRP Audit	Current	(M/O)	Comply (Y/M/N) and Comments
10					
10.1	Audit Processing	The system must provide authorized auditors with random selection, based on authorized user defined parameters of renewed registrant from the entire registrant population, excluding registrants with non-proxated or no actual report distances in jurisdictions other than NH DMV, in conformity with IRP audit sample selection requirements.	Y	M	Y There are standard reports available to help with the selection of audits. Xerox will work with New Hampshire to ensure all needed selections are available. In addition, since the audit module is fully integrated into the IRP system the ad hoc reporting tool can be utilized at any time to extract audit data on-demand.
10.2	Audit Processing	The System must provide an audit selection process to assist in the selection of accounts to audit based on multiple criteria.	Y	M	Y
10.3	Audit Processing	The system must provide auditors the functionality to perform additional selections of registrants based on specified query parameters.	Y	M	Y
10.4	Audit Processing	The system must have functionality to allow auditors with limited	Y	M	Y

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		IRP Registration – Application Processing	Current	(M/D)	Comply (Y/M/N) and Comments
10.5	Audit Processing	technical ability to perform queries with minimal training in order to select registrants for audit. The system must provide pre-defined and ad hoc reports of selected registrants, created with the vendor software, which can be viewed or printed electronically.	Y	M	Y
10.6	Audit Processing	The system must give auditors the ability to save and export the reported results to different application/file formats such as Word, Excel, Access, and CSV.	Y	M	Y The IRP audit module can import and export audit results, reports and data.
10.7	Audit Processing	The system must be capable of generating and printing user-defined correspondence, reports, and address labels for selected registrants using defined carrier data fields, and must be able to send these audit related requests in hard copy and electronic format to carriers selected for audit.	Y	M	Y
10.8	Audit Processing	The system must provide automated pre-defined reports of registrant data for audit of selected registrants, fleets, and registration years. Pre-defined reports shall include an Equipment Report, a Distance Report,	Y	M	Y

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		IRP Requirements Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
			and a Fee Report showing all supplemental for user defined registrants. System should generate an Overall Audit Tracking Report based on user defined parameters.			
10.9	Audit Processing	The system must allow ad hoc reports of carrier data for auditor selected registrants, fleets, and registration years.		Y	M	Y
10.10	Audit Processing	The system must facilitate audit comparison of IRP application distance for auditor selected carriers and registration years with the carrier's supporting documentation by allowing authorized auditors to download carrier data including application distance by jurisdiction into a different file formats such as Excel, Access, CSV, etc.		Y	M	Y
10.11	Audit Processing	The system must be capable of displaying on screen application distances and other carrier data for auditor review.		Y	M	Y
10.12	Audit Processing	The system must accommodate the upload of audit distance adjustments by jurisdiction from another		Y	M	Y

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		IRP Registration Application Processing	Current	(M/D)	Comply (Y/M/N) and Comments
		application format such as Excel or Access into the system to eliminate or minimize auditor data entry associated with distance adjustments. The auditor must be allowed to override any uploaded data or manually enter the distance adjustments.			
10.13	Audit Processing	They system must allow manual entry and correction of adjustments, but also display and maintain record of the original Jurisdictions, original application distance, and audit distances by quarter and total in a user defined format for five years.	Y	M	Y
10.14	Audit Processing	The system must calculate by jurisdiction: distance adjustments, audit percentages, percentage changes, and fee changes based on uploaded or manually corrected audit distance adjustments and original application distance and fees.	Y	M	Y
10.15	Audit Processing	The system must allow manual entry of carrier record keeping as acceptable or unacceptable.	N	M	M Xerox's IRP Audit solution was designed to be flexible and additional

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		IRP Registration Processing	Application	Carrier	(M/O)	Comply (Y/M/N) and Comments
10.16	Audit Processing	The system must allow a manual override of fee adjustments, for unacceptable record keeping, to change any credit fee adjustment to zero in conformity with IRP requirements (i.e. disallow any adjustment credit for carriers when the auditor makes a determination that the carrier's record keeping is unacceptable). There should be a selection in the system that shall cause the system to automatically calculate a denial of all credits to an audited registrant.	Y	M	Y	audit statuses/indicators can be added upon receipt of business requirements from New Hampshire.
10.17	Audit Processing	The system must allow manual entry of unacceptable record keeping and a selection that will cause the system to automatically calculate a 100% NH DMV fee assessment.	Y	M	Y	Ballot 371 allows for the assessment of 20%, 50% and 100% for unacceptable record keeping all jurisdictions listed on the distance screen.
10.18	Audit	The system must accurately calculate	Y	M	Y	

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		IRP Registration Application Processing	Current	(M/D)	Comply (Y/M/N) and Comments
	Processing	100% NH DMV fees using the number of units, weights, fee charts, and appropriate credit for any NH DMV portion of IRP fees paid in conformity with IRP requirements.			
10.19	Audit Processing	The system must provide an on-screen and printed fee calculation documentation for audit verification, for each audit.	Y	M	Y
10.20	Audit Processing	The system must allow manual override of audit fee adjustment calculation amounts.	N	M	M A fee override option will be added based on the requirements from New Hampshire.
10.21	Audit Processing	The system must not "zero out" fees under \$1.00. NH DMV has an audit threshold of \$1.00, it just means that invoice is not required to be paid or	Y	M	Y
10.22	Audit Processing	The system must have capability to generate a final audit report containing pre-defined and auditor defined information including:	Y	M	Y
10.22a	Audit Processing	Registrant name, address, and phone number	Y	M	Y
10.22b	Audit Processing	Registration year audited	Y	M	Y
10.22c	Audit	Mileage reporting period	Y	M	Y

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		IRP Registration Processing	Application	Current	M/D	Comply (Y/M/N) and Comments
	Processing					
10.22d	Audit Processing	Account number	Y	M	Y	
10.22e	Audit Processing	Audit number	N	M	M	At this time a specific number is not assigned to track on the audit. All current audit supplements transmit as a 999. The supplement is marked with a transaction type of B, this allows for reports to be written for Audits processed.
10.22f	Audit Processing	Number of supplements	Y	M	Y	
10.22g	Audit Processing	Fleet information	Y	M	Y	
10.22h	Audit Processing	Type of operation	Y	M	Y	
10.22i	Audit Processing	Quarter selected for audit review	N	M	M	IRP audits are normally based on a registration year. Modifications will be made to show the time period reviewed.
10.22j	Audit	Source documents used for audit	N	M	M	

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	Processing				Xerox will implement a method that will track and store documents upon receipt of the business requirements from New Hampshire.
10.22k	Audit Processing	Items reflected in source documents (for example: origins and destinations)	N	M	M Xerox will implement a method that will track and store documents upon receipt of the business requirements from New Hampshire.
10.22l	Audit Processing	Sources registrant used to determine distance	N	M	M Xerox will implement a method that will track and store documents upon receipt of the business requirements from New Hampshire.
10.22m	Audit Processing	Acceptable or unacceptable record keeping	N	M	M Xerox's IRP Audit solution was designed to be flexible and additional audit statuses/indicators can be added upon receipt of business requirements

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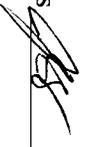


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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
					from New Hampshire.
10.22n	Audit Processing	Auditor comments, findings, and recommendations	Y	M	Y
10.22o	Audit Processing	Auditor name	Y	M	Y
10.22p	Audit Processing	Fee adjustment schedule including original and audited miles and fees	Y	M	Y
10.23	Audit Processing	The system must provide audit calculations and reports in the correct format and content to meet new audit requirements mandated by IRP, Inc. and NH DMV.	Y	M	Y
10.24	Audit Processing	The system must provide electronic retention of all audit files, reports, correspondence, and documents using hardware and a location specified by NH DMV for at least five years. Consequently, the system must provide for the uploading of IRP work papers in Portable Digital Format (.PDF), MS Excel, MS Word, and CSV, etc. to be stored in the system.	Y	M	M All data entered into the MoVRS system is currently retained. Xerox will implement a method that will track and store documents upon receipt of the business requirements from New Hampshire.
10.25	Audit Processing	The system must calculate adjusted audit billings by year and fleet. These adjustments will be based on	Y	M	Y

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
		corrected (audited) jurisdictional mileage percentages, determined from mileage errors disclosed during the audit. The calculation involves determining total fees paid to each jurisdiction (including all supplements) during the audited year, and then re-determining the fees based on the new (audited) mileage percentages. The system should generate a schedules/report containing the above.			
10.26	Audit Processing	The system must be capable of handling current year audits, so that an audit billing will be calculated for the year to date, with all subsequent supplements billed at the new mileage percentages.	Y	M	Y
10.27	Audit Processing	The system must be capable of calculating and printing audit billings for all audit findings (for example denied credits, added jurisdictions, change from a first year to a second year estimate, etc.).	Y	M	Y
10.28	Audit Processing	The system must provide a means to flag an audit supplement that is	N	M	M Xerox's IRP Audit

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		IRP Registration – Application Processing	Current	(M/D)	Comply (Y/M/N) and Comments
10.29	Audit Processing	The system must provide a means to notify NH DMV employee that a registrant account has an outstanding apportionment assessment that has been duly processed and the account requires suspension.	N	M	M Xerox's IRP Audit solution was designed to be flexible and additional audit statuses/indicators can be added upon receipt of business requirements from New Hampshire.
10.30	Audit Processing	The system must be capable of generating and printing the necessary audit billing, correspondence, and audit summary information in either hard copy or electronic format to carriers and all jurisdictions, including audit tracking for appropriate appeal periods as required by the IRP Plan.	Y	M	Y
10.31	Audit Processing	The system must be capable of an automated electronic audit billing and	Y	M	Y

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		IRP Registration Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
10.32	Audit Processing	flagging/tracking of registrants with assessments due (i.e. accounts receivable).		N	M	M The current method allows for the entry of the miles need. Modification will be made to accept and error rate for each prorated jurisdiction.
10.33	Audit Processing	The system must allow authorized user "auditor" to input an "error rate" to apply to jurisdictional mileage. For example if someone reports 1,000 New Hampshire miles, and user input an error rate of 1.25, the audited NH miles will be converted to 1,250 miles.		Y	M	Y
10.34	Audit Processing	Besides renewals and supplements, the system must be able to create audit invoices. If additional fees are due and a check is mailed to NH DMV Associate- user, the system should tell the user if the current month's recap has been run. If it has, the system should automatically place the money in the next month's recaps.		Y	O	Y
10.35	Audit	Generate the audit selection report, engagement letter (schedule audit with carrier), and audit reports (fleet mileage/fee audit, vehicle audit reports).		Y	O	Y
	Audit	Provide capability to initiate audit by		Y	O	Y

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		IRP Requirements – Preceding	Application	Current	(M/O)	Comply (Y/M/N) and Comments
11.2	Interfaces	IRP Clearinghouse standards and specifications, and must be able to interact with the IRP Clearinghouse to send IRP transmittal information.	The system must allow the user to either manually execute the process that will create and send the IRP Clearinghouse file (and produce the IRP Clearinghouse Transmittal and Transmittal Summary Reports if selected) that will be used by NH DMV to send Recap data to the IRP Clearinghouse, or schedule a reoccurring job to have the system automatically generate and send the IRP Clearinghouse file.	Y	M	Y
11.3	Interfaces		The system must create the file for a user specified date range (default period is from the first to the last day of the previous month).	Y	M	Y
11.4	Interfaces		The system must create the IRP Clearinghouse file for all posted with a payment receipt date that falls within the user specified date range, or for all Audit applications with a “Complete” status that was set within the specified date range.	Y	M	Y

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		IRP Registration Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
	Processing	entering fleet information (fleet audit entry), record audit findings (audit mileage), initiate audit billing (IRP fee computation for each paid and remitted supplement transaction).				
10.36	Audit Processing	Update current year mileage information, including miles and percentages.	Y	O	Y	
10.37	Audit Processing	Distribute funds when the audit is paid.	Y	O	Y	
10.38	Audit Processing	Interface with the IRP Clearinghouses to upload audit transmittals.	Y	O	Y	
10.39	Audit Processing	Calculate fees for unreported jurisdictions when found through audit.	Y	O	Y	
10.40	Audit Processing	Audit tracking for compliance and compliance review functionality per P600 rewrite.	Y	O	Y	
10.41	Audit Processing	The system must provide the functionality to perform IRP audits electronically and in accordance with all audit requirements of IRP, Inc. and the NH DMV audit staff.	Y	M	Y	
11.1	Interfaces	IRP Clearing House Transmittals The system must conform to and be maintained in conformance with the	Y	M	Y	

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
11.5	Interfaces	The IRP Clearinghouse file must be created according to IRP Clearinghouse specifications and standards.	Y	M	Y
11.6	Interfaces	The IRP Clearinghouse file must be uploaded to the Clearinghouse via SFTP.	Y	M	Y
11.7	Interfaces	The system must send an electronic notification to the user who initiates or schedules the process when the IRP Clearinghouse process is completed and an error report was not generated (i.e. successful execution).	Y	M	Y
11.8	Interfaces	The system must send an electronic notification to the user who initiates or schedules the process when the IRP Clearinghouse process is completed and an error report was generated (i.e. unsuccessful execution).	Y	M	Y
11.9	Interfaces	The system must create an Update Error Report for any data rejected during the Clearinghouse process.	Y	M	Y
11.10	Interfaces	The system must be capable of sending transmittal reports electronically to other IRP	Y	M	Y

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		IRP Registration – Application Processing	Current (M/O)		Comply (Y/M/N) and Comments
11.11	Interfaces	jurisdictions. The system must include audit netting in the transmittals.	Y	M	Y
11.12	Interfaces	The system must provide a means of tracking transmittals received and	Y	M	Y
11.13	Interfaces	The system must provide transmittal recaps, via both paper and electronic means, for each IRP Member Jurisdiction (both Clearinghouse and non-Clearinghouse jurisdictions), which shows all information necessary for the receiving Member Jurisdiction to verify apportionable fees paid as required by the IRP Plan. The transmittal recaps must include audit netting.	Y	M	Y

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		IRP Registration – Application Processing Reporting	Clear out	(M/O)	Comply (Y/N) and Comments
12.1	Standard & Adhoc Reports	The system must have the capability to generate reports in various formats, and to export and save the report results in different application formats, such as Microsoft Excel, Microsoft Access, PDF, and CSV.	Y	M	Y
12.2	Standard & Adhoc Reports	The system must contain report-writing capabilities based on ad hoc and pre-defined queries.	Y	M	Y
12.3	Standard & Adhoc Reports	The system must provide an ad hoc reporting and query capability that is menu-driven and provides state users with the ability to design reports or queries without vendor intervention.	N	M	Y The New Hampshire IRP online solution will have a menu driven ad hoc query/reporting tool.
12.4	Admin	The system must allow authorized users, based on the user's security level, to change/void incorrect transmittal information during transmittal processing.	N	M	Y
12.5	General	The system must automatically adjust and document when an error correction has been made to an invoice on the transmittal.	N	M	M Adjustments from corrections on paid supplements/transactions can be interfaced with the Clearinghouse

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		IRP Registration – Application Processing	Curr. ver.	M/O	Comply (Y/M/N) and Comments
12.6	Admin	The system must provide access for authorized users to pre-defined reports and ad hoc reports created within the software.	N	M	M module within the IRP system and automatically appear on the New Hampshire transmittals exactly like audit netting adjustments do today.
12.7	Admin	The system must allow NH DMV administrative staff to control access to ad hoc reporting and pre-defined reports for user roles from within the system without vendor intervention.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow any authorized user this ability.
12.8	General	The system must allow users to	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV administrative staff this ability.

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		IRP Registration - Application Processing	CRP Int	(M/O)	Comp (Y/N) and Comments
		save any user created reports and queries for future use.			As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow any user this ability.
12.9	General	The system must include report and query searches that are constructed so that users with limited technical abilities are able to utilize them with minimal training.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow any user this ability.
12.10	General	The system must allow users to view reports and query results before printing locally or to remote network locations.	Y	M	Y
12.11	Notifications	The system must automatically generate delinquency (notice of suspension) and suspension notices (suspension order)	N	M	M The system will be modified to set up auto-generation of delinquency and suspension notices and these would

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		IRP Registration Application Processing	Err and	(M/G)	Comply (Y/N/A) and Comments
		based on the requirements of the IRP Plan and NH DMV, and set system status accordingly.			adhere to the requirements of the IRP Plan and New Hampshire DMV.
12.12	Notifications	The system must automatically print, fax, or electronically send (based on system option settings) delinquency and suspension notices.	N	M	M The system will be modified to set up auto-generation of delinquency and suspension notices which could be printed, faxed or sent electronically.
12.13	Notifications	The system must allow the delinquency and suspension letters to be reprinted or resent.	N	M	M The system will be modified to allow the reprinting or resending of the delinquency and/or suspension notices.
12.14	Notifications	The system must track the issuances of delinquency and suspension letters (date, time, delivery type, etc.), and have the capability of generating issuances data in onscreen or printed reports.	N	M	M The system will be modified to allow track the issuance of the delinquency and suspension notices/letters. This information would be then available to the New Hampshire authorized users in report form which could be viewed on screen or in a printed format.
12.15	General	The system must be delivered with constructed reports and queries that can be run by users with limited technical abilities after minimal training. Separate application should be menu driven	N	M	Y The New Hampshire IRP online solution will have a menu driven ad hoc query/reporting tool.

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		IRP Registration - Application Processing	CRP and	(M/O)	Copy (Y/M/A) and Comments
12.16	General	The system must allow the user to run reports/correspondence on demand as well as scheduling periodic or reoccurring reports/correspondence.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified so that the authorized New Hampshire users would also have the ability to run the reports/correspondence on-demand as well as scheduling these as reoccurring jobs on the system.
12.17	Scheduled Jobs	The system must allow the user to view, edit, and delete scheduled jobs.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
12.18	Scheduled Jobs	The system must generate a notification when a scheduled job has successfully completed.	Y	M	Y the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified so that the authorized New Hampshire users would also have the ability to view, edit and delete scheduled jobs.
12.19	Scheduled Jobs	The system must allow a user to retrieve output reports from scheduled jobs.	N	M	Y The IRP system currently performs this function. Any process/report that New Hampshire would like to have as a scheduled job can have the report(s) associated with that job automatically emailed to New Hampshire, print onto a live printer, or sent to a printer hold queue so New Hampshire can view the report(s) prior to printing. The PRISM OOS report is currently printed from a scheduled job for New Hampshire.
12.20	Standard & Adhoc Reports	Reports required , but not limited to, the following list:			(See subsections below.)
12.20.a	Standard & Adhoc Reports	Account Listing Report – can be queried for a number of user selected account prompts (status,	Y	M	Y

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		IRP Registration – Processing	Applicator Application	Card and	(M/O)	Comply (Y/M/N) and Comments
		beginning and ending account, address type, registration year, county, postal code, etc.)	Application Not Paid Report			
12.20.b	Standard & Adhoc Reports			Y	M	Y
12.20.c	Standard & Adhoc Reports	Unpaid Applications Not Repaid/Payments Voided Report		Y	M	Y
12.20.d	Standard & Adhoc Reports	Audit Reports		Y	M	Y
12.20.e	Standard & Adhoc Reports	Audit Trail Report – details internet transactions performed by IRP carriers and agents by date or date range		Y	M	Y
12.20.f	Standard & Adhoc Reports	Credential/Cab Card Activity Report		Y	M	Y
12.20.g	Standard & Adhoc Reports	Daily Billing Report		Y	M	Y
12.20.h	Standard & Adhoc Reports	Daily Inventory Issued Report		Y	M	Y
12.20.i	Standard & Adhoc Reports	End of Day Report – ledger and summary that details NH DMV fees from foreign fees and administrative fees; can be printed or reprinted for a given date range		Y	M	Y
12.20.j	Standard & Adhoc Reports	Estimated Mileage Report		Y	M	Y

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12.20.k	Standard & Adhoc Reports	Exchange Rate Report - Must include Canadian Exchange Rate	Y M	Y
12.20.l	Standard & Adhoc Reports	Fleet Jurisdiction Report	Y M	Y
12.20.m	Standard & Adhoc Reports	Accounts/Fleets Not Renewed Report	Y M	Y
12.20.n	Standard & Adhoc Reports	Fleet Unit Report	Y M	Y
12.20.o	Standard & Adhoc Reports	IRP Peer Review Reports (All reports necessary to acquire information necessary for IRP Peer Reviews)	Y M	Y
12.20.p	Standard & Adhoc Reports	IRP Transmittal Report	Y M	Y
12.20.q	Standard & Adhoc Reports	IRP Transmittal Summary Report	Y M	Y
12.20.r	Standard & Adhoc Reports	Jurisdiction Fee Report	Y M	Y
12.20.s	Standard & Adhoc Reports	MCS-150 Forms Report	Y M	Y
12.20.t	Standard & Adhoc Reports	New Accounts Report	Y M	Y
12.20.u	Standard & Adhoc Reports	Notification History Report	Y M	Y
12.20.v	Standard & Adhoc Reports	Carrier/Operator Activity Report	Y M	Y
12.20.w	Standard & Adhoc Reports	Overdue Temporary Authorities	Y M	Y

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		IRP Registration – Application Processing	CRP and	(M/O)	Comply (Y/M/N) and Comments
	Adhoc Reports	Report			
12.20.x	Standard & Adhoc Reports	Paid Accounts Report	Y	M	Y
12.20.y	Standard & Adhoc Reports	PRISM Denials, Suspensions, and Revocations Report	Y	M	Y
12.20.z	Standard & Adhoc Reports	PRISM Out of Service Order (OOSO) Vehicles Report	Y	M	Y
12.20.aa	Standard & Adhoc Reports	Registration Update Report	Y	M	Y
12.20.ab	Standard & Adhoc Reports	Renewed Accounts Report	Y	M	Y
12.20.ac	Standard & Adhoc Reports	Rollover/Reconciliation Report	Y	M	Y
12.20.ad	Standard & Adhoc Reports	Renewal forms for all PRISM required data	Y	M	Y
12.20.ae	Standard & Adhoc Reports	Vehicle Inquiry Report	Y	M	Y
12.20.af	Standard & Adhoc Reports	Yearly Vehicle Count Report (Annual Report of IRP Audit Activity)	Y	M	Y
12.20.ag	Standard & Adhoc Reports	Delinquent Accounts Report	Y	M	Y
12.20.ah	Standard & Adhoc Reports	Suspended Accounts Report	Y	M	Y
12.21	Notifications	The NH DMV IRP Administrator can enable the electronic notifications	N	O	M New Hampshire currently has the

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		IRP Registration – Application Presenting	Carrier	(M/O)	Comply (Y/N/A) and Comments
		option for a registrant; electronic notifications will only be sent to registrants that have the option enabled.			option to email electronic invoices and/or credentials to their carriers. Carrier renewal listings also have this option to be sent electronically. Xerox will add a carrier level indicator for New Hampshire to facilitate further automation of electronic notifications New Hampshire might want to implement. The current IRP system can send any and all documents electronically upon request.
13		Security			
13.1	Security	The system must permit the NH DMV IRP Administrator to add new users to the system without vendor intervention, and to search for and edit an existing system user.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator this ability.
13.2	Security	The system must permit control of user privileges by the NH DMV IRP Administrator without vendor intervention.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will

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		IRP Registration – Application Processing	Curr and	(M/O)	Compl (Y/N/A) and Comments
13.3	Security	The system must require the user to enter a unique id and password before access is allowed to the system.	Y	M	Y expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator this ability.
13.4	Security	The system must allow the NH DMV IRP Administrator to update an existing user's password without vendor intervention, and to allow an existing user to update his/her own password. User must immediately change password.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator the ability to update/reset an existing user id's password. Once the password has been updated/reset, then the user will log into the system with the "temporary" password and the system will make the

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		IRP Registration - Application Processing	Current	(M/O)	Comply (Y/N/O) and Comments
13.5	Security	The system must identify user access in security reports and transaction history reports.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator this ability.
13.6	Security	The system must allow the NH DMV IRP Administrator to associate registrant accounts to a user account without vendor intervention and to view all accounts associated with a user.	Y	M	Y
13.7	Security	The system must allow the NH DMV IRP Administrator to add a new security role without vendor intervention (ex. System Administrator, Administrator, IRP Supervisor, Auditor, etc.). The system must allow a minimum of	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This

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		IRP Registration – Application Processing	CRP	(M/D)	Comply (Y/N/M) and Comments
		nine user roles.			support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator this ability.
13.8	Security	The system must allow the NH DMV IRP Administrator to search for an existing role, and edit privileges assigned to the role.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator this ability.
13.9	Security	The system must allow the NH DMV IRP Administrator to view all user accounts associated to a role.	N	M	M As part of Xerox's full system solution/implementation, the New Hampshire system analyst will expedite and coordinate any changes that New Hampshire will need from the New Hampshire IRP system. This support exists throughout the entire contract, but the system will be modified to allow the New Hampshire DMV IRP Administrator this ability.
13.10	Security	The system must allow users the	Y	M	Y

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		IRP Registration Application Presenting	Current	(M/D)	Comply (Y/M/N) and Comments
		ability to make corrections based on the user's security level.			
13.11	Security	The system must allow authorized users, based on the user's security level, to revise (1) registrant information, (2) fleet information, (3) distance information, (4) weight information, and (5) vehicle information in application processing.	Y	M	Y
13.12	Security	The system must allow authorized users, based on the user's security level, to delete distance on a supplement.	Y	M	Y
13.13	Security	The system must allow authorized users, based on the user's security level, to delete an account, registrant, or fleet based on pre-defined constraints.	Y	M	Y
13.14	Security	They system must allow authorized user to merge an IRP account into another IRP account	Y	M	Y
13.15	Security	The system must operate based upon user roles and privileges assigned by the IRP Administrator [User Role Definition TBD; Clerk, Supervisor, Administrator,	Y	M	Y

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		IRP Registration - Application Processing	Registrar, Auditor, Clearinghouse Admin]	IRP	Car	M/D)	Comply (Y/M/N) and Comments

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		IRP Registration – Application Processing Other Requirements	Current	(M/O)	Comply (Y/M/N) and Comments
14.1	General	The system must be able to retrieve and save data to IRP Inc including but not limited to the IRP Clearinghouse.	Y	M	Y
14.2	General	All data from current vendor shall be surrendered to the new vendor or to the DMV; whichever the DMV chooses.			Y
14.3	General	All data retrieved from current vendor must be converted to new vendor format.		M	Y
14.4	General	The system must be able to accommodate HP Series Laser Jet 2430 and dot matrix printers	Y	M	Y
14.5	General	The system must be compatible to Windows XP and possibly Windows 7 in the future.	Y	M	Y
14.6	General	Vendor support must be available during DMV working hours; Monday - Friday 8:00 - 4:30 unless a recognized holiday.	Y	M	Y
14.7	General	The system must accommodate multiple IRP locations with the possibility of expansion to other satellite offices and be able to	Y	M	Y

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		IRP Registration Processing	Application	Current	(M/Q)	Comply (Y/M/N) and Comments	
14.8	General	accommodate 6-10 employees.			Y	M	Y
14.9	Interfaces	The system must conform to and be maintained in conformance with the Performance and Registration Information Systems Management (PRISM) specifications and requirements, and must be capable of performing all required PRISM functionality (i.e. must meet all PRISM processing and reporting requirements).			N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.10	Interfaces	It is desirable that the system be capable of communicating, querying, and exchanging data with Commercial Vehicle Information Systems and Networks (CVISN) and applications from other governmental and industry sources.			N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.11	Interfaces	IRP system will query the PRISM Census File information stored in CVIEW to ensure a valid USDOT			Y	M	Y

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		IRP Registration Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
		number has to be entered and to determine if the carrier's MCS-150 form has been updated.				
14.12	Interfaces	The system must be capable of reporting all IRP vehicle registration changes on at least a daily basis to FMCSA's Safety and Fitness Electronic Record (SAFER)-PRISM database via the Commercial Vehicle Information Exchange Window (CVIEW).	Y	M	Y	
14.13	Interfaces	It is desirable that the system be capable of reporting pre-defined IRP vehicle registration changes in real-time, or near real-time, to the Commercial Vehicle Information Exchange Window (CVIEW).	N	O	Y	The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.14	Interfaces	The system must be capable of querying the CVIEW database in real time for PRISM validation or other registration processing requirements before issuing registration credentials.	N	M	Y	The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.15	Interfaces	The system must be capable of loading, maintaining, and querying the local PRISM files for PRISM validation.	N	M	Y	The Xerox system does have this capability for other clients and we can

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
					activate this for New Hampshire.
14.16	Interfaces	The system must be capable of updating CVIEW database using a batch process when the real time interface is down.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.17	Interfaces	The system must create the Registration Update file for all Cab Cards (registrations) with a Cab Card generation date that falls within the user specified date range.	Y	M	Y
IRP Registration – Application Processing					
14					
Other Requirements					
14.1	General	The system must be able to retrieve and save data to IRP Inc including but not limited to the IRP Clearinghouse.	Y	M	Y
14.2	General	All data from current vendor shall be surrendered to the new vendor or to the DMV; whichever the DMV chooses.			Y
14.3	General	All data retrieved from current vendor must be converted to new vendor		M	N/A Because Xerox is the

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		IRP Registration Processing	Application	Current	(M/O)	Comply (Y/M/N) and Comments
			format.			incumbent IRP provider, no data conversion will be required.
14.4	General		The system must be able to accommodate HP Series Laser Jet 2430 and dot matrix printers	Y	M	Y
14.5	General		The system must be compatible to Windows XP and possibly Windows 7 in the future.	Y	M	Y
14.6	General		Vendor support must be available during DMV working hours; Monday - Friday 8:00 - 4:30 unless a recognized holiday.	Y	M	Y
14.7	General		The system must accommodate multiple IRP locations with the possibility of expansion to other satellite offices and be able to accommodate 6-10 employees.	Y	M	Y
14.8	General		The system must conform to and be maintained in conformance with the Performance and Registration Information Systems Management (PRISM) specifications and requirements, and must be capable of performing all required PRISM functionality (i.e. must meet all PRISM processing and reporting	Y	M	Y

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	IRP Registration Processing	Application	Current	(M/D)	Comply (Y/M/N) and Comments
14.9	Interfaces	It is desirable that the system be capable of communicating, querying, and exchanging data with Commercial Vehicle Information Systems and Networks (CVISN) and applications from other governmental and industry sources.	N	O	Y Xerox already has numerous interfaces in place with CVISN applications from other sources including SAFER, Volpe, etc.
14.10	Interfaces	It is desirable that the system be capable of querying the CVIEW database in real time to perform validations for other motor carrier requirements (for instance USDOT, UCR, IFTA, SAFER, MCMIS etc.)	N	O	Y Xerox has provided this real-time update capability in the past using SOAP/XML.
14.11	Interfaces	IRP system will query the PRISM Census File information stored in CVIEW to ensure a valid USDOT number has to be entered and to determine if the carrier's MCS-150 form has been updated.	Y	M	Y
14.12	Interfaces	The system must be capable of reporting all IRP vehicle registration changes on at least a daily basis to FMCSA's Safety and Fitness Electronic Record (SAFER)-PRISM database via the Commercial Vehicle Information Exchange	Y	M	Y

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		IRP Registration – Application Processing	Current	(M/O)	Comply (Y/M/N) and Comments
14.13	Interfaces	Window (CVIEW). It is desirable that the system be capable of reporting pre-defined IRP vehicle registration changes in real-time, or near real-time, to the Commercial Vehicle Information Exchange Window (CVIEW).	N	O	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.14	Interfaces	The system must be capable of querying the CVIEW database in real time for PRISM validation or other registration processing requirements before issuing registration credentials.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.15	Interfaces	The system must be capable of loading, maintaining, and querying the local PRISM files for PRISM validation.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.
14.16	Interfaces	The system must be capable of updating CVIEW database using a batch process when the real time interface is down.	N	M	Y The Xerox system does have this capability for other clients and we can activate this for New Hampshire.

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		IRP Registration – Application Processing	Current (M/O)	Comply (M/M/N) and Comments
14.17	Interfaces	The system must create the Registration Update file for all Cab Cards (registrations) with a Cab Card generation date that falls within the user specified date range.	Y	M
			Y	

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Table C-2 Web Based Option Requirements

This Table contains the requirements for the optional (to the State) Web Based System. Vendors must meet the mandatory requirements detailed in table C-2 because the State may choose to make the system web based in the future.

#	Req Cat	Requirement	Detailed IRP Requirements	Current	(M/O)	Comply (Y/N)
1			Optional Requirements for <u>Web Based Option</u>.			

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#	Req Cat	Requirement	Detailed IRP Requirements	Current	(M/O)	Comply (Y/N)
1			Optional Requirements for Web Based Option			
1.1	Universal, General	General	<p>The system must be web browser-based. It is desirable that the system not be tightly coupled with the specific type or version of the web browser.</p> <p>Guidelines – Web sites should not include features that are tightly coupled with a specific type and version of browser. A number of web sites track and publish web browser usage statistics, including for instance http://marketshare.hitslink.com/report.aspx?qprid=0. Sites should be tested to make sure they work appropriately with frequently used web browsers.</p> <p>Standards and Specifications – Web browsers must support the following industry standards:</p> <ul style="list-style-type: none"> a. Hypertext Transfer Protocol (HTTP) b. Secure Hypertext Transfer Protocol (HTTPS) c. Hypertext Markup Language (HTML) d. Cascading Style Sheets (CSS), level 1 e. Document Object Model (DOM), level 1 f. ECMAScript 	N	M	Y
1.2	Universal, General	General	<p>The system must be available to Motor Carrier Services staff and IRP customers 24 hours per day, 7 days per week except for scheduled downtime for maintenance or system updates.</p>	Y	M	Y

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#	Req Cat	Requirement	Detailed IRP Requirements	Current	(M/O)	Comply (Y/N)
1			Optional Requirements for Web Based Option.			
1.3	Universal, General	General	The system must provide an option at the account or fleet level to enable all correspondence to be sent by email in lieu of mail.	N	M	Y
1.4	IRP Reg. Application Processing	Application Processing Account	The system must restrict field updates to only those users - with the required privileges (for instance, carrier users may be restricted from updating certain fields).	Y	M	Y
1.5	IRP Reg. Application Processing	Application Processing Fleets	The system must restrict field updates to only those users - with the required privileges (for instance, carrier users may be restricted from updating certain fields).	Y	M	Y
1.6	IRP Registration	Application Processing Vehicle	The system must enforce vehicles field update restrictions - based on user role (for example: carriers should not be allowed to update certain fields).	N	M	Y
1.7	IRP Admin	Trip permits	The system must allow online customers to purchase, pay and print their own trip permits. The system should process associated charges and payments before trip permits can be	N	M	Y
1.8	IRP Registration	Application Processing Vehicle	The system must allow carriers or their authorized representatives (agents) to process applications online; allowable functions will be defined during	N	M	Y
1.9	IRP Registration Renewals	Application Processing Renewals	The system must provide for staggered registration renewals and must allow the process to begin at least four (4) months prior to the registration expiration date.	Y	M	Y
1.10	IRP Registration Renewals	Application Processing Notifications	The system must automatically create an electronic - renewal notice for registrant's that have opted to receive electronic	N	M	Y

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#	Req Cat	Requirement	Detailed IRP Requirements	Current	(M/O)	Comply (Y/N)
1			Optional Requirements for Web Based Option.			
1.11	Revenue Operations	Payment Processing	The system must support an interface to an online payment application.	N	M	Y
1.12	Account Management	Security	The system must restrict carrier access (including view only) to all accounts except its own. Only NH DMV administrative staff and Agents with limited administrative	N	M	Y
1.13	Revenue Operations	Payment Processing	The system must automatically keep track of all past transactions associated with the plate and calculate rebate if the plate canceled was within 90 days of registration.	N	M	Y

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Table C-3 Future System Mandatory Requirements

REQ #	REQUIREMENT/DELIVERABLE	Y/N	Vendor Comments
1.	At the State's option and upon an amendment to the contract vendor must be qualified to build an interface to the current CA/IDMS mainframe database, the Registration and Title database (JAVA/Oracle), the NH First financial system, the proposed redesigned mainframe projected to be either MS SQL Server or Oracle database, and or the International Fuel Tax Agreement (IFTA).	Y	Xerox brings a wealth of prior experience in building numerous customer interfaces to our client jurisdictions' authoritative systems. We support both batch and real-time, utilizing several different transfer mechanisms and technologies. Some examples of current interfaces include: PRISM/Volpe, IRP Clearinghouse, SAFER, CVIEW, legacy mainframe hosted systems, SQL Server, and Oracle DB2.
2.	The system must be able to push real time information to the DMV's database, including payment, title, and registration information update.	Y	We will be able to push payment, title, and registration information to the DMV database in real-time using XML and web services, or whatever technology New Hampshire supports.
3.	The system must in synch with the DMV's database to retrieve real time data.	Y	Similar to our response to #2 above, we will be able to retrieve data in real-time from DMV's database.
4.	The system must be capable of interacting/interfaces with DMV's database to effect VIN validation during processing in the system.	Y	The current IRP system interfaces with multiple platforms for real-time updates utilizing web services. We also utilize the CVINA program to handle VIN validations within the IRP system itself if New Hampshire would like to take advantage of this interface.
5.	The system must be capable of communicating, querying, and exchanging data with Commercial Vehicle Information Systems and Networks (CVISN) and applications from other governmental and industry sources.	Y	The current IRP system already interfaces with multiple governmental and industry sources under the CVISN program.
6.	The system must be capable of reporting pre- defined IRP vehicle	Y	The IRP system currently has real-time interfaces to SAFER for real-

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REQ #	REQUIREMENT/ISSUE/ITERABLE	Y/N	Vendor Comments
	registration changes in real-time, or near real-time, to the Commercial Vehicle Information Exchange Window (CVIEW).		time CVIEW information/data exchange.
7.	The system must relate title information to registration information.	Y	Xerox can support relating title information to registration information via whatever mechanism New Hampshire chooses.
8.	The system must be able to push real time information to the DMV's database(s), including payment, title, and registration information update. Also, system should be in synch with DMV database(s) to retrieve real time data.	Y	Please see our responses to numbers 2 and 3 above, respectively.
9.	The system must be able to update/share processed payment data to DMV database(s).	Y	Xerox already has several interfaces in place whereby payment data is shared between systems. The interface can be scheduled in batch or in real-time.

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Table C-4 General System Requirements – Vendor Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/N	Vendor Comments
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	O	Y	
G-2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> .	M	Y	
G-4	Vendor shall provide detailed <i>bi-weekly or monthly</i> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation.	M	Y	
TECHNICAL REQUIREMENTS <i>MODIFY as needed for Project requested</i>				
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition)	M	Y	

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REQ #	REQUIREMENT/DESCRIPTION	M/C	Y/N	Vendor Comments
T-2	MS SQL Server Database/ORACLE Database	M	Y	
T-3	GUI Interface Technologies	M	Y	
T-4	Windows XP or Windows 7	M	Y	
T-5	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	O	N	N Please see section D2 Topic Open Standards, Open Data Formats, and Open Source Software.
T-6	<i>The State</i> will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary software.	O	Y	
SECURITY REQUIREMENTS				
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	
S-2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Y	
S-3	Enforce unique user names.	M	Y	
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Y	
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Y	
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	

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REQ #	REQUIREMENTS/DELIVERABLE	M/D	Y/N	Comments
S-7	Expire passwords after a period of 90 days.	M	Y	
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	Y	
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for a minimum of five years	M	Y	
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	
S-17	Use only the Software and System Services designed for use	M	Y	
S-18	The application Data shall be protected from unauthorized use when at rest	M	Y	

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REQ #	REQUIREMENT/DESCRIPTION	REQ	Y/N	STATUS
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	
S-21	Create change management documentation and procedures	M	Y	
	HOSTING REQUIREMENTS - OPERATIONS		Y	
H-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via VPN or Internet Browser or network connection	M	Y	
H-1.a	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Y	
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows 7 Professional (64 bit), Internet Explorer 8, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Y	
H-2.a	Vendor will not be responsible for	M	Y	

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REQ #	REQUIREMENT/DESCRIPTION	MO	YR	Value
	network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider. .			
H-3	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	
H-5	Data Center Humidity shall be 40-55% with a maximum dew point of 62 °F.	M	Y	
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large	M	Y	

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REQ #	REQUIREMENT/DELIVERABLE	REQ	YN	Vendor Initials
	enough to support the generator at - full load for a period not less than 1 ½ days of operation.			
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y	
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y	
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	
H-11	Vendor must monitor the application and all servers.	M	Y	
H-12	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Y	
H-13	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	
H-14	Vendor shall monitor System, security, and application logs.	M	Y	
H-15	Vendor shall manage the sharing of data resources.	M	Y	
H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	
H-17	The Vendor shall monitor physical hardware.	M	Y	

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REQ #	REQUIREMENT/DESCRIPTION	M/C	Y/N	Validation
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	
HOSTING REQUIREMENTS				
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	
H-20	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	
H-24	Scheduled backups of all servers must be completed daily.	M	Y	
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	
H-26	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	
H-27	If State data is personally	M	Y	

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REQ #	REQUIREMENT/DESCRIPTION	M/C	Y/N	Vendor's Answer
	identifiable, data must be encrypted in the operation environment and on back up tapes.			
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	
HOSTING REQUIREMENTS				
H-29	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	
H-30	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Y	
H-31	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Y	

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REQ#	DESCRIPTION/REQUIREMENT	REQ	VA	Y/N/NA
H-32	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	
H-33	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y	
HOSTING REQUIREMENTS SECURITY				
H-34	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y	
H-35	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	
H-36	All servers and devices must have currently- supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	
H-38	In the development or maintenance of any code, the Vendor shall ensure	M	Y	

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REQ #	REQUIREMENT / VARIABLE	REQ	Y/N	Vendor Comments
	that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.			
H-39	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	
H-40	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	
H-41	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	
H-42	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Y	
H-43	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed sting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	
	HOSTING REQUIREMENTS SERVICE LEVEL			

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REQ #	REQUIREMENT/DEFICIENCY	REQ	Y/N	DATE
H-44	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Y	
H-48	The Vendor response time for support shall conform to the specific deficiency class as described in the requirement	M	Y	
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y	
H-50	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	
H-51	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	
H-52	The Vendor will give two-business	M	Y	

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Initial All Pages:

Contractor's Initials 

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REQ#	REQUIREMENT/DESCRIPTION	M	Y	Comments
	days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.			
H-53	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Y	
H-54	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Y	
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	
H-56	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	
H-57	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Y	
H-58	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: o Server up-time	M	Y	

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REQ #	REQUIREMENT VARIABLE	REQ	Y/N	Notes/Comments
	<ul style="list-style-type: none"> ○ All change requests implemented, including operating system patches ○ All critical outages reported including actual issue and resolution ○ Number of deficiencies reported by class with initial response time as well as time to close. 			
H-59	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	M	Y	

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Xerox's Project Manager and the State Project manager shall finalize the Work Plan within 30 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 Xerox's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Xerox and State Project Managers.

In conjunction with Xerox's Project Management methodology, which shall be used to manage the Project's life cycle, the Xerox 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 Xerox team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Xerox's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

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

B. Logistics

- The Xerox Team shall perform this Project at Xerox.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.

D. Reporting

- Xerox shall conduct status meetings and provide reports as needed based on mutual agreement between Xerox and the State.

E. User Training and Change Management

- The Xerox Team shall lead the development of the end-user training plan.

F. Performance and Security Testing

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

2. ROLES AND RESPONSIBILITIES

A. Xerox Team Roles and Responsibilities

1) Xerox Team Project Manager

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

3) Xerox Team Analysis

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;

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- 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) Xerox Team Tasks

The Xerox team shall assume the following tasks:

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

B. State Roles and Responsibilities

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

1) State Project Manager

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

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

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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;
- 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 Xerox Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

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

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

4) State Application DBA (DoIT)

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

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- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the Xerox to finalize machine, site, and production configuration;
- Work with the Xerox to finalize logical and physical database configuration;
- Work with the Xerox to install the Xerox tools, and Xerox Applications for the development and training environment;
- Work with the Xerox to clone additional application instances as needed by the application teams;
- Work with the Xerox upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Xerox and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with the Xerox to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine Xerox Application monitoring and tuning;
- Work with the Xerox to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Xerox Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

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

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) State Testing Administrator

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

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;

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- 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 Internet-based system. All current functionality/features will continue to be available to the State.

4. CONVERSIONS

No data conversion is required for this project as the State will continue to use the IRP system currently in place.

5. INTERFACES

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

Interface	Components, if applicable	Responsible Party	Description
MAAP or other System	TBD	Xerox & State	<u>Municipal Agent Automation Program</u>

A. Interface Responsibilities

- Upon notice of no less than 90 days by State to Xerox, Xerox will staff appropriately to begin work on the IRP to MAAP interface.
- The Xerox Team shall jointly design the interface with the State. Key components to be discussed/reviewed include the data to be exchanged; the direction of the interface (one way or bi-directional); the communication methodology; and whether hard stops and/or soft stops will be utilized.
- Working with the State, the Xerox Team shall identify the APIs the State should use in the design and development of the interface
- The Xerox Team shall lead the State with the mapping of legacy data to the Xerox IRP application as required.
- The Xerox Team shall lead the review of functional and technical interface Specifications.
- The Xerox Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Xerox Team shall document the functional and technical Specifications for the interfaces.
- The Xerox Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Xerox Team shall develop and Unit Test the interface.

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

6. APPLICATION MODIFICATION

To more fully address the State’s requirements, the Xerox Team shall implement the following application modification. The following Table 6.1 identifies the modification that is within the scope of this Contract.

Table 6.1: Modifications – Xerox Developed

Requirement	Components, if applicable	Enhancement Description
MVS Express – State View only	Connectivity to system; printers	Migrate from Green Screens to GUI-screens

7. PRELIMINARY WORK PLAN

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	Duration (days)	Start	Finish
NH MVS Express Implementation	89.5	4/1/14	8/4/14
Create Project Plan	2	2/5/14	2/6/14
Application	26.5	4/1/14	5/7/14
Xerox Quality Assurance Testing	12	5/7/14	5/23/14
User Training	18	5/23/14	6/18/14
		4	4
New Hampshire UAT	30	6/18/14	7/30/14
Production	2	7/30/14	8/1/14
New Hampshire Production Signoff and Approval	1	8/1/14	8/4/14

1. LICENSE GRANT

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

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The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

3. RESTRICTIONS

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

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

4. TITLE

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

5. THIRD PARTY

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

6. SOFTWARE ESCROW

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State,

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- whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. Vendor defaults under the Contract; or
 - f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software..

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WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 System

Xerox shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

Xerox shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

1.3 Non-Infringement

Xerox shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software (“Material”) 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

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

1.5 Compatibility

Xerox shall warrant that all System components, including any replacement or upgraded System Software components provided by the Xerox to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Professional Services

Xerox 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.

1.7 Breach of Data

Xerox shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

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2. WARRANTY SERVICES

Xerox agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. Xerox shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Service calls, Xerox shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- g. Xerox must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Xerox no later than: one business day for Class A deficiencies, five business days for Class deficiencies and 20 business days for Class C deficiencies, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Xerox fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Xerox in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Xerox's product and receive a full refund for all amounts paid to Xerox, including but not limited to, any applicable license fees within (90) days of notification to Xerox of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

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Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare Xerox in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days.

If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 3 – CONTRACT EXHIBITS
EXHIBIT L
TRAINING SERVICES**

Xerox shall provide the following Training Services.

A. TRAINING

Initial training on the MVS Express system will be provided onsite in Concord for up to 20 students. Follow-up training will be provided onsite, via WebEx, or using other methods as needed for future system/module releases.

1. Delivery Method -Instructor-Led Class Training

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

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

2. Project Team Developed Training

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

- 1) developing “in house” experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 3 – CONTRACT EXHIBITS
EXHIBIT L
TRAINING SERVICES**

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

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

User Category 3—Specialty Users: Specialty Users include primarily IRP auditors. They shall be trained on the audit component of the IRP software.

2) Develop Training Plan The Xerox Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 3 – CONTRACT EXHIBITS
EXHIBIT L
TRAINING SERVICES**

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

- 3) Develop Training Curriculum** Xerox shall develop a recommended training curriculum for the State of New Hampshire End Users.

- 4) Produce Training Materials and End-User Documentation** The Xerox team shall lead the efforts to produce the training materials and end-user Documentation.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 3 – CONTRACT EXHIBITS
EXHIBIT M
NH DEPARTMENT OF SAFETY RFP 2014-041 (WITH ADDENDA)
INCORPORATED**

NH Department of Safety RFP 2014-041, with all included addenda, are included by reference as binding Deliverables to this Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 3 – CONTRACT EXHIBITS
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

Xerox response to Department of Safety is incorporated herein by reference.

2014-041 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

Contractor's Initials 

Exhibit N

Page 173 of

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
INTERNATIONAL REGISTRATION PLAN (IRP) REGISTRATION SYSTEM
CONTRACT 2014-041 PART 3 – CONTRACT EXHIBITS
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

2014-041 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials 

Exhibit O

Page 174 of 174

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

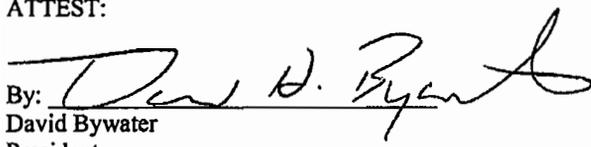
That Xerox State & Local Solutions, Inc., a New York Corporation having its primary corporate offices at 8260 Willow Oaks Corporate Drive, Suite 600, Fairfax, Virginia 22031 ("the Corporation"), as principal, pursuant to the Bylaws of the Corporation, does hereby designate and appoint Jason S. Stein ("the Attorney") of the Corporation's office located at 101 North 1st Avenue, Suite 2250, Phoenix, Arizona 85003 its true and lawful attorney, and in its name, place, and stead:

1. To negotiate, with reference to contracts and other obligations of the Corporation and all matters incidental thereto, with any person or commercial entity, the government of any city, township, or municipality of any state of the United States, or the government of any state of the United States, or the Government of the United States, with any public-benefit corporation and with any departments, officials, or agents thereof as may be concerned with the subject matter of any such negotiation, or any amendment or any cancellation of any such contract or any related document, and to execute such contract, amendment, or cancellation, and any or all such documents or instruments that the Attorney deems necessary or incidental thereto, including subcontracts and procurements incidental thereto, all in such form and containing such provisions as the Attorney shall determine proper, necessary, or advisable; and
2. To sign and deliver any and all releases, waivers, notices and certificates to be made by the Corporation under or in connection with any contract, transaction, or relationship with the above-named entities to which the Corporation is or shall be a party, which releases, waivers, notices, and certificates under the terms of such contracts, or by commercial custom or by law, may be signed on behalf of the Corporation by an Attorney-in-Fact; hereby revoking or canceling any and all other powers of attorney heretofore granted by the Corporation to the Attorney; and hereby approving, ratifying, and confirming in all respects all acts heretofore performed and steps heretofore taken by the Attorney for and in the name of the Corporation and on its behalf under any power of attorney hereby revoked, and all acts performed and steps taken by the Attorney for and in the name of the Corporation and on its behalf hereunder.
3. The foregoing authority and the appointment conveyed herein shall be limited to any matter, commitment, liability, contract, transaction, relationship, or other action on behalf of the Corporation not exceeding an estimated annual value of five million dollars (\$5,000,000) in revenue or one million dollars (\$1,000,000) in fixed expense.

This Power of Attorney may not be re-delegated and shall be construed to continue in full force and effect as to any person dealing with the Attorney up to and including the first of the following: (i) termination of the Attorney's employment with the Corporation; (ii) revocation of this Power of Attorney, either by the action of any officer of the Corporation duly authorized to execute this Power of Attorney or by a resolution of the Corporation's Board of Directors; or (iii) March 31, 2014.

Dated: October 25, 2012

ATTEST:

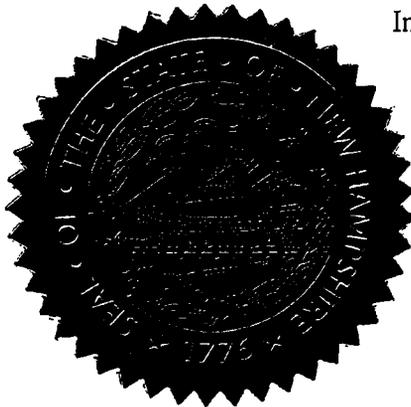
By: 
David Bywater
President

Xerox State & Local Solutions, Inc.

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 XEROX STATE & LOCAL SOLUTIONS, INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on January 28,1991. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of February, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2014

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

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

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com 303099-ALL-CAS-14-15	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : Indemnity Ins Co Of North America	43575	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED *XEROX BUSINESS SERVICES LLC D/B/A AFFILIATED COMPUTER SERVICES LLC 2828 N. HASKELL AVENUE DALLAS, TX 75204															

COVERAGES **CERTIFICATE NUMBER:** NYC-006466566-23 **REVISION NUMBER:** 5

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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			HDO G27329445	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ N/A
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ INCLUDED
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C47876710 (AOS)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
A				WLR C47876709 (AZ, CA and MA)	01/01/2014	01/01/2015	E.L. EACH ACCIDENT	\$ 1,000,000
A				SCF C47876722 (WI)	01/01/2014	01/01/2015	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OTHER NAMED INSURED: XEROX STATE & LOCAL SOLUTIONS, INC.
 RE: INTERNATIONAL REGISTRATION PLAN (IRP) VISTA/RS & PERFORMANCE AND REGISTRATION SYSTEMS MANAGEMENT (PRISM) VISTA/SE SYSTEMS MAINTENANCE.

CERTIFICATE HOLDER THE STATE OF NEW HAMPSHIRE VISTA/RS & VISTA/SE DEPARTMENT OF SAFETY 33 HAZEN DRIVE CONCORD, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Jessica A. May</i> Jessica A. May
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