



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

January 3, 2019

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

Requested Action

Authorize the Department of Safety, Office of Highway Safety (OHS) to enter into a **sole source** contract with LexisNexis Coplogic Solutions Inc. (VC#278159-B001), 1000 Alderman Drive, Alpharetta, GA 30005 in the amount of \$110,000.00 for providing traffic-related data collection and analysis required for the NH Highway Safety Plan. Effective upon Governor and Council approval through September 30, 2020. Funding source: 100% Federal Funds.

Funds are available in the SFY 2019 operating budget and contingent upon the availability and continued appropriations in SFY 2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75420000 Dept. of Safety – Office of Highway Safety – 408 Data Program			
102-500731 Contracts for Program Services	<u>SFY 2019</u>	<u>SFY 2020</u>	<u>Total</u>
	\$63,000	\$47,000	\$110,000.00

Explanation

This contract is **sole source** as the most recent contract with LexisNexis, approved by Governor and Council on June 7, 2017, item #128, expired before the Office of Highway Safety (OHS) could fully execute the 2-year extension as planned. Negotiations with LexisNexis on contract terms and conditions took longer than expected and exceeded the original contract's end date of September 30, 2018. This contract will extend through the intended completion date of the planned 2-year renewal. This will enable the Office of Highway Safety to prepare for releasing a request for proposals to secure the next OHS traffic data collection and analysis contract.

The contract funds traffic-related data collection and analysis required by the National Highway Traffic Safety Administration (NHTSA) to support the State of New Hampshire Highway Safety Plan. This Plan is developed each year and submitted to NHTSA for approval and funding. Over \$3.5 million is awarded each year to fund additional enforcement patrols, public awareness messaging, and data collection analysis efforts.

This contract provides guidance on current and new NHTSA requirements for highway safety projects, the State's Highway Safety Plan, and traffic records systems to ensure continued compliance. This contract also provides for the development of the Traffic Records Strategic Plan portion of the Plan and for the traffic records assessment required by NHTSA for 2019.

The contractor will assist with project development and reporting, developing traffic records performance measures, compiling data and statistics, and coordinating input from the State's traffic records data systems including e-Crash, e-Citation, NH State Police's Record Management System, DMV's VISION System, and EMS's TEMSIS systems to develop the annual Traffic Records Strategic Plan. The contract will also support the NHTSA sponsored Traffic Records

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Assessment in 2019. This assessment is required to maintain eligibility for additional NHTSA traffic record grant funding. LexisNexis continues to be a highly capable vendor familiar with NH traffic records data systems and the Highway Safety Plan development process, with a track record of successfully delivering all required traffic record metrics in a timely manner to be approved by NHTSA to support federal funding.

Respectfully submitted,


John J. Barthelmes
Coordinator

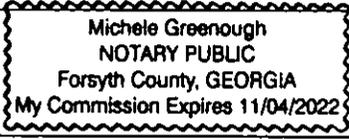
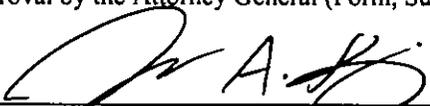
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT OF SAFETY OFFICE OF HIGHWAY SAFETY		1.2 State Agency Address 33 HAZEN DRIVE, ROOM 208 CONCORD, NH 03305	
1.3 Contractor Name LEXISNEXIS COPLOGIC SOLUTIONS INC		1.4 Contractor Address 1000 ALDERMAN DRIVE, ALPHARETTA, GA 30005	
1.5 Contractor Phone Number 860-598-9672	1.6 Account Number 010-023-75420000-102-500731	1.7 Completion Date SEPTEMBER 30, 2020	1.8 Price Limitation \$110,000
1.9 Contracting Officer for State Agency JOHN CLEGG		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William S. Madison, Executive Vice President	
1.13 Acknowledgement: State of Georgia, County of On Dec. 11, 2018, 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 Michele Greenough [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Michele Greenough, Contract Support Administrator			
1.14 State Agency Signature  Date: 1/15/19		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/4/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

THE SERVICES

LexisNexis Coplogic Solutions(the Contractor), in cooperation with the department of Safety, Office of Highway Safety (the State), shall manage/administer the Section 408/405c traffic records program in line with the federal guidelines and shall provide the following services to the State:

1. Support the administration and activities of the Traffic Records Coordinating Committee (TRCC) and its subcommittees. This involves providing expert opinion on traffic records related subjects and ensuring the TRCC activities are focused on the vision and mission to develop, maintain, and track accomplishments related to the state's plan for Traffic Records Improvement.
2. Assist the TRCC and sub-grantees in project development and reporting; support the TRCC in development of performance measures and use of standardized quantitative measurements to establish a baseline or benchmark for proposed projects; compile data and statistics from Section 408/405 (c) funded projects; coordinate input from involved agencies in order to prepare the Traffic Records grant application.
3. Arrange and provide support/assistance for three (3) TRCC meetings each year; prepare and distribute meeting minutes to TRCC/TREC members; document action plan and distribute; participate in sub-committee meetings providing support/assistance.
4. Develop the annual application for each federal Fiscal Year that will include required information including a) update to the Traffic Records Highway Safety Plan and b) the Annual Report to be developed in cooperation with the Department of Safety, Office of Highway Safety (OHS) and TRCC.
5. Provide the completed Application (HSP) to the OHS three (3) weeks prior to July 1st federal submission deadline date.
6. Conduct a Traffic Records Assessment in accordance with the guidance provided by the NH Department of Safety, Office of Highway Safety.

This contract shall be for a period of up to two years effective upon Governor and Council approval and ending September 30, 2020.

New Hampshire Traffic Records Assessment Scope of Work

TASK 1

6 Workshops (3 days) (Two workshops for day)

Each workshop will focus on developing answers for one traffic records data system by working with data system owners and stakeholders to develop responses that demonstrate the progress that New Hampshire has made in developing the State's traffic records data systems.

Use prior assessment experiences and lessons learned to facilitate full and complete answers to assessment questions. Assist respondents in identifying and collecting evidentiary documentation (a requirement of the assessment).

Consolidate all answers into Word documents (one per focus area) that respondents can use during Round 1 of the online Assessment.

List of workshops for:

- TRCC Management, Strategic Planning, & Data Use and Integration
- Crash
- Roadway
- Driver, Vehicle
- Citation/Adjudication
- Injury Surveillance

TASK 2

Assessment Facilitation

Attend 1 month call prior to Assessment kick-off meeting

Identify Respondents for each data system:

- TRCC Management & Strategic Planning
- Crash
- Roadway
- Vehicle
- Driver
- Citation/Adjudication
- Injury Surveillance
- Data Use and Integration

Enter all respondent contact info into online assessment system - State Traffic Records Assessment Program (STRAP).

Assign all 391 questions to Respondents in the STRAP system.

Attend Assessment Kick-off Meeting.

Work with the State Assessment Coordinator and NHTSA Assessment Facilitator.

Collect and organize supporting documentation from all Respondents and upload into the STRAP System.

Provide respondents with the workshop results prior to Round 1 of the assessment.

Provide assessment support to Respondents in using the STRAP system, answering questions, coordinating responses, and troubleshoot problems.

Monitor Assessment for the two rounds of data collection.

Download all answers and Assessors' findings after each round.

Review Assessors' findings after each round of data analysis. Assist respondents in disputing findings where necessary.

Attend Final Assessment Meeting (NHTSA report out).

Breakdown of Assessment Questions

Data System	No. of Questions
TRCC Management & Strategic Planning	35
Crash	44
Roadway	38
Driver	45
Vehicle	39
Citation / Adjudication	54
Injury Surveillance	123
Data Use and Integration	13
Total	391

EXHIBIT B

CONTRACT PRICE AND VOUCHERS

4.1 Contract Price

The State agrees to compensate the Contractor a maximum of \$63,000.00 for Federal Fiscal Year 2019 ending September 30, 2019 and a maximum of \$47,000.00 for Federal Fiscal Year 2020 ending September 30, 2020 to carry out services stipulated in Schedule A. All invoices must be sent to remit address as indicated below and not to mailing address as listed on P-37 form, Section 1.4:

REMIT ADDRESS: LexisNexis Risk Solutions, Billing ID: 882855 28330 Network Place, Chicago, IL 60673-1283.

Category	Employee	Work Allocation	Upon G&C approval through September 30, 2019			October 1, 2019 – September 30, 2020		
			Estimated Hours	Rate per Hour	Totals	Estimated Hours	Rate per Hour	Totals
	Daniel Schuessler *	40%	162	\$156.00	\$25,272.00	162	\$156.00	\$25,272.00
	Patricia Topalis *	60%	227	\$89.00	\$20,203.00	227	\$89.00	\$20,203.00
	Sub-Totals		389		\$45,475.00	389		\$45,475.00
	Traffic Records Assessment Workshops				\$6,000.00			
	Traffic Records Assessment – Facilitation/Administration				\$10,000.00			
	Other Direct Costs (Includes current expenses, mileage, lodging, meals, miscellaneous expenses, etc.)				1,525.00			1,525.00
	Totals				\$63,000.00			\$47,000.00

* Or successor

Activities/Schedule

Activities	Schedule
Federal Fiscal Year 2019 (upon approval through September 30, 2019)	
Contract Start	Upon G&C approval
Traffic Records Coordinating Committee Meeting #1 (Dates to be determined)	Winter 2018
Traffic Records Coordinating Committee Meeting #2 (Dates to be determined)	Spring 2019
Traffic Records Coordinating Committee Meeting #3 (Dates to be determined)	Summer 2019
Draft Section 405c Application	June 14, 2019
Final Section 405c Application	June 28, 2019
Traffic Records Assessment Workshops	FFY 2019
Traffic Records Facilitation/Administration	FFY 2019
Federal Fiscal Year 2020 (October 1, 2019 – September 30, 2020)	
Traffic Records Coordinating Committee Meeting #1 (Dates to be determined)	Winter 2019
Traffic Records Coordinating Committee Meeting #2 (Dates to be determined)	Spring 2020
Traffic Records Coordinating Committee Meeting #3 (Dates to be determined)	Summer 2020
Draft Section 405c Application	June 12, 2020
Final Section 405c Application	June 26, 2020

EXHIBIT C

SPECIAL PROVISIONS

1. Both parties agree to amend Section 6.3 of the P-37 to read in its entirety as follows:

Section 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 the United States, upon adequate prior written notice, access to certain of Contractor's books, records and accounts that are relevant to the purpose of ascertaining compliance with this Section.

2. Both parties agree to amend 7.2 of the P-37 to read in its entirety as follows:

Section 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 will make best efforts not to knowingly hire, and shall not knowingly 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.

3. Both parties agree to remove Section 8.2.3 of the P-37.

4. Both parties agree to amend Section 9.1 of the P-37 to read in its entirety as follows:

Section 9.1 As used in this Agreement, the word term "data" shall mean all non-public information provided by the disclosing party to the receiving party hereunder, including, without limitation, 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, schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Each party agrees to protect the data with the same degree of care it uses to protect its own data of a similar nature and not use the other party's data other than as necessary to perform its obligations or as permitted under this Agreement.

5. Both Parties agree to amend section 9.3 as follows:

Section 9.3: Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data to third party (which shall not include Contractor affiliates) requires prior written approval of the State.

6. Both parties to amend Section 14.3 of the P-37 to read in its entirety as follows:

Section 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 renewals(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated

herein by reference. The Contractor shall notify the State no less than thirty days in advance of a policy modification or cancellation.

7. Both parties agree to add section 25 to the P-37 to read in its entirety as follows:

“LIMITATION OF LIABILITY”. In no event shall Contractor be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages. To the extent permitted by applicable law, Contractor’s entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of fees actually received by Contractor from State (excluding pass through or out of pocket expenses) during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. Notwithstanding the foregoing, the limitations set forth in this section shall not apply to the Contractor’s obligations pursuant to Section 13 (Indemnification). In no event shall Contractor’s liability to State under this Agreement, including the Contractor’s indemnity obligations, exceed One Million Dollars and 00/100 (\$1,000,000.00) in the aggregate.

8. Both parties agree to the additional provisions as follows in accordance with Section 22 of the P-37:

22.1 Reports and Meetings. It is agreed that activity reports will be submitted summarizing activity and implementation of terms of the contract and identifying any problems being encountered.

22.2 Audit.

LexisNexis Coplogic Solution Inc. agrees to provide the NH Office of Highway Safety with a copy of its Annual Report which includes the time periods covered by this Agreement.

The State of New Hampshire reserves the right to have its Legislative Budget Assistant review any work papers created by Contractors as a direct result of Contractor’s performance of its obligations under this Agreement.

22.3 Contract Credit. All publications, public information or publicity released as part of Services under this contract shall be approved by both parties before release and shall state that such is “funded by the New Hampshire Office of Highway Safety” or words to that effect. Additionally, Contractor may disclose to third parties that Contractor provides Services to the State. If Contractor prepares any publications, case studies, or endorsements which specifically mention the State, Contractor shall obtain the State’s prior written approval.

22.4 License Grants. The NH Office of Highway Safety, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

22.5 Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

22.6 Lobbying. None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending

before any State or local legislative body. Such activities include both direct and indirect (e.g. 'grassroots') lobbying activities.

State of New Hampshire

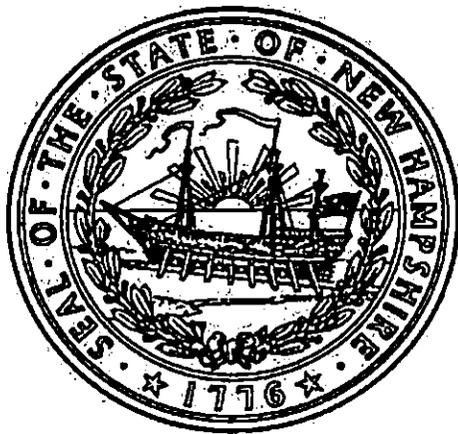
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LEXISNEXIS COPLOGIC SOLUTIONS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 16, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 740583

Certificate Number: 0004223997



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of December A.D. 2018.

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

William M. Gardner
Secretary of State

OFFICER'S CERTIFICATE

I, Renee Simonton, do hereby certify that

1. I am the duly elected Vice President and Assistant Secretary of LexisNexis Coplogic Solutions Inc., a Delaware corporation; and
2. The following resolutions were duly adopted by the Board of Directors on April 3, 2017 and said resolutions remain in full force and effect as of the date hereof:

WHEREAS, the Corporation desires to enter into a contract with the State of New Hampshire Department of Highway Safety (the "State") to provide consulting services (the "Contract"); and

WHEREAS, the State has requested specific approval of the Corporation's Board of Directions authorizing William Madison to sign said Contract.

RESOLVED, that William Madison, Executive Vice President of the Corporation (the "Authorized Officer"), be and he hereby is, in all respects authorized and empowered, in the name and on behalf of the Corporation, to negotiate, execute and deliver the Contract with the State of New Hampshire Department of Highway Safety to provide consulting service with such other or further terms, provisions and conditions, in his discretion, he may approve, such approval to be conclusively evidenced by his execution and delivery thereof; and further

RESOLVED, that the Authorized Officer, be and hereby is, in all respects authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver all such certificates, agreements, instruments, and documents, to pay or cause to be paid all such monies and to take and cause to be taken all such other actions as any office in his sole discretion, may from time to time deem necessary or advisable in order to implement, effectuate and comply with the terms and conditions of the Contract, the transactions contemplated thereby, and these resolutions and the purposes hereof.

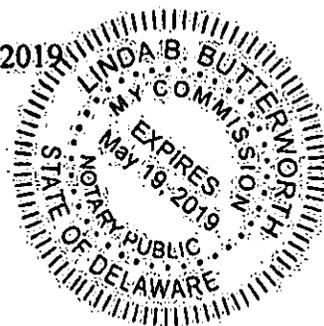
Renee Simonton
 Renee Simonton, Vice President and Assistant Secretary
 January 3, 2019



State of Delaware
County of New Castle

Sworn to and subscribed before me this 3rd day of January 2019

Linda B. Buttermorth
 Notary Public





State of New Hampshire

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

JOHN J. BARTHELMES
 COMMISSIONER

RQ# 175578

GC# 128
 06-07-2017

April 21, 2017

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

Requested Action

Authorize the Department of Safety, Office of Highway Safety (OHS) to enter into a retroactive, sole source contract with LexisNexis Coplogic Solutions Inc., 1000 Alderman Drive, Alpharetta, GA 30005 (VC#278159-B001) in the amount of \$90,000.00 for the continued provision of traffic-related data collection and analysis required for the NH Highway Safety Plan. Effective upon Governor and Council approval for the period of October 1, 2016, through September 30, 2018, with an option to renew for one (1) two-year period at the sole discretion of the State. Funding source: 100% Federal Funds.

Funds are available in the SFY 2017 operating budget and contingent upon the availability and continued appropriations in SFY 2018 and SFY 2019 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75420000 Dept. of Safety – Office of Highway Safety – 408 Data Program
 102-500731 Contracts for Program Services

<u>SFY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>Total</u>
\$40,000.00	\$45,000.00	\$5,000.00	\$90,000.00

Explanation

This contract is retroactive due to lengthy vendor negotiations after LexisNexis's purchase of the traffic records consulting business from the previous vendor, Appriss, Inc. A request for proposals was released in September 2014 with Appriss being awarded a two-year contract with a two-year renewal option beginning October 1, 2016. The Office of Highway Safety (OHS) received notification of the purchase while preparing the renewal option resulting in this sole source contract with LexisNexis. OHS plans to post a Request for Proposal for these services upon expiration of the current contract or renewal option should the State decide to exercise that option with Governor and Council approval.

The NH Traffic Records Strategic Plan, a component of the Highway Safety Plan, is developed by the consultant and is a required part of the overall approval of the plan by NHTSA that provides funding to support all planned 2018 Highway Safety projects. These projects are all highway safety related countermeasures developed to reduce crashes resulting deaths and injuries on New Hampshire roads through enforcement, education, media outreach, etc.

The consultants also provide expert guidance on traffic records related subjects and ensure activities are focused on the vision and mission to develop, maintain, and track accomplishments related to the State's Traffic Records Strategic Plan. These services include, but are not limited to, assisting in project development and reporting; developing traffic records performance measures, compiling data and statistics; and coordinating input from the State's traffic records data systems (e.g. Crash, Citation, Roadway, Vehicle, Driver, EMS) in order to prepare the Traffic Records Strategic Plan. The consultants arrange and provide support/assistance for up to three (3) Traffic Records Coordinating Committee (TRCC) meetings during each Federal Fiscal Year (2017 and 2018) and prepares and distributes meeting notices, agendas, and minutes as well as develops the annual

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
April 21, 2017
Page 2 of 2

New Hampshire Traffic Records Strategic Plan for Federal Fiscal Years 2017 and 2018 that are to be included in the New Hampshire Highway Safety Plan and Annual Report.

Respectfully submitted,



John J. Barthelmes
Coordinator

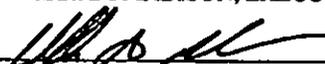
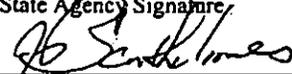
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT OF SAFETY OFFICE OF HIGHWAY SAFETY		1.2 State Agency Address 33 HAZEN DRIVE, ROOM 109A CONCORD, NH 03305	
1.3 Contractor Name LEXISNEXIS COPLOGIC SOLUTIONS INC.		1.4 Contractor Address 1000 ALDERMAN DRIVE, ALPHARETTA, GA 30005	
1.5 Contractor Phone Number 860-598-9672	1.6 Account Number 010-023-75420000-102 500731	1.7 Completion Date SEPTEMBER 30, 2018	1.8 Price Limitation \$90,000.00
1.9 Contracting Officer for State Agency JOHN CLEGG		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory WILLIAM MADISON, EXECUTIVE VICE PRESIDENT	
1.13 Acknowledgement: State of <u>Georgia</u> , County of <u>Fulton</u> On <u>4/10/2017</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] 		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> LORRAINE M NOLL NOTARY PUBLIC Fulton County State of Georgia My Comm. Expires Jan. 10, 2020 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace		LORRAINE M NOLL NOTARY PUBLIC Fulton County State of Georgia My Comm. Expires Jan. 10, 2020	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John J. Barthelmes, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/15/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Approved by
 ALC
 JDS

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date 9/16/17

SCHEDULE A

THE SERVICES

1. LexisNexis Coplogic Solutions (the Contractor), in cooperation with the Department of Safety, Office of Highway Safety (the State), shall manage/administer the Section 408/ 405c traffic records program in line with the federal guidelines and shall provide the following services to the State:

- Support the administration and activities of the Traffic Records Coordinating Committee (TRCC) and its subcommittees. This involves providing expert opinion on traffic records related subjects and ensuring the TRCC activities are focused on the vision and mission to develop, maintain, and track accomplishments related to the state's plan for Traffic Records Improvement.
- Assist the TRCC and sub-grantees in project development and reporting; support the TRCC in development of performance measures and use of standardized quantitative measurements to establish a baseline or benchmark for proposed projects; compile data and statistics from Section 408/ 405 (c) funded projects; coordinate input from involved agencies in order to prepare the Traffic Records grant application.
- Arrange and provide support/assistance for three (3) TRCC meetings each year; prepare and distribute meeting minutes to TRCC/TREC members; document action plan and distribute; participate in sub-committee meetings providing support/assistance.
- Develop the annual application for each Federal Fiscal Year that will include required information including: a) update to the Traffic Records Highway Safety Plan, and b) the Annual Report to be developed in cooperation with the Department of Safety, Office of Highway Safety (OHS) and the TRCC.
- Provide the completed Application (HSP) to the OHS three weeks (3) prior to the July 1st federal submission deadline date.

This contract shall be for a period of up to two years beginning October 1, 2016, effective upon approval of the State, including the Governor and Council, and ending September 30, 2018, with the option to renew at the sole discretion of the State for an additional two year period.

**SCHEDULE B
CONTRACT PRICE AND VOUCHERS**

4.1 Contract Price

The State agrees to compensate the Contractor a maximum of \$45,000.00 for Federal Fiscal Year 2017 ending September 30, 2017, and a maximum of \$45,000.00 for Federal Fiscal Year 2018 ending September 30, 2018, to carry out services stipulated in Schedule A.

Category	Work Allocation	October 1, 2016 – September 30, 2017			October 1, 2017 – September 30, 2018		
		Estimated Hours	Rate per Hour	Totals	Estimated Hours	Rate per Hour	Totals
Employee							
Daniel Schuessler *	45%	162	\$150.00	\$24,300.00	162	\$150.00	\$24,300.00
Michael Knizeski *	5%	20	\$150.00	3,000.00	20	\$150.00	3,000.00
Patricia Topalis*	50%	185	\$85.00	15,725.00	185	\$85.00	15,725.00
Sub-Totals		367		\$43,025.00	367		\$43,025.00
Other Direct Costs (Includes current expenses, mileage, lodging, meals, miscellaneous expenses, etc.)				1,975.00			1,975.00
Totals				\$45,000.00			\$45,000.00

* Or successor

Activities/Schedule

Activities	Schedule
Federal Fiscal Year 2017 (October 1, 2016 – September 30, 2017)	
Contract Start	Upon G&C approval
Traffic Records Coordinating Committee Meeting #1 (Dates to be determined)	Winter 2016
Traffic Records Coordinating Committee Meeting #2 (Dates to be determined)	Spring 2017
Traffic Records Coordinating Committee Meeting #3 (Dates to be determined)	Summer 2017
Draft Section 405c Application	June 11, 2017
Final Section 405c Application	June 25, 2017
Federal Fiscal Year 2018 (October 1, 2017 – September 30, 2018)	
Traffic Records Coordinating Committee Meeting #1 (Dates to be determined)	Winter 2017
Traffic Records Coordinating Committee Meeting #2 (Dates to be determined)	Spring 2018
Traffic Records Coordinating Committee Meeting #3 (Dates to be determined)	Summer 2018
Draft Section 405c Application	June 11, 2018
Final Section 405c Application	June 25, 2018

Vouchers

Contractor will submit to the Coordinator of the NH Office of Highway Safety based on the above schedule and in format to be approved by the State, invoices for payment documenting deliverables and work performed. Detailed documentation supporting expenditures appearing on invoices will be provided.

EXHIBIT C

SPECIAL PROVISIONS

1. Both parties agree to amend Section 6.3 of the P-37 to read in its entirety as follows:

Section 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 the United States, upon adequate prior written notice, access to certain of Contractor's books, records and accounts that are relevant to the purpose of ascertaining compliance with this Section.

2. Both parties agree to amend 7.2 of the P-37 to read in its entirety as follows:

Section 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 will make best efforts not to knowingly hire, and shall not knowingly 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.

3. Both parties agree to remove Section 8.2.3 of the P-37.

4. Both parties agree to amend Section 9.1 of the P-37 to read in its entirety as follows:

Section 9.1 As used in this Agreement, the word term "data" shall mean all non-public information provided by the disclosing party to the receiving party hereunder, including, without limitation, 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, schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Each party agrees to protect the data with the same degree of care it uses to protect its own data of a similar nature and not use the other party's data other than as necessary to perform its obligations or as permitted under this Agreement.

5. Both Parties agree to amend section 9.3 as follows:

Section 9.3: Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data to third party (which shall not include Contractor affiliates) requires prior written approval of the State.

6. Both parties to amend Section 14.3 of the P-37 to read in its entirety as follows:

Section 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 renewals(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. The Contractor shall notify the State no less than thirty days in advance of a policy modification or cancellation.

7. Both parties agree to add section 25 to the P-37 to read in its entirety as follows:

"LIMITATION OF LIABILITY". In no event shall Contractor be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages. To the extent permitted by applicable law, Contractor's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of fees actually received by Contractor from State (excluding pass through or out of pocket expenses) during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. Notwithstanding the foregoing, the limitations set forth in this section shall not apply to the Contractor's obligations pursuant to Section 13 (Indemnification). In no event shall Contractor's liability to State under this Agreement, including the Contractor's indemnity obligations, exceed One Million Dollars and 00/100 (\$1,000,000.00) in the aggregate.

8. Both parties agree to the additional provisions as follows in accordance with Section 22 of the P-37:

22.1 Reports and Meetings. It is agreed that activity reports will be submitted summarizing activity and implementation of terms of the contract and identifying any problems being encountered.

22.2 Audit.

LexisNexis Coplogic Solution Inc. agrees to provide the NH Office of Highway Safety with a copy of its Annual Report which includes the time periods covered by this Agreement.

The State of New Hampshire reserves the right to have its Legislative Budget Assistant review any work papers created by Contractors as a direct result of Contractor's performance of its obligations under this Agreement.

22.3 Contract Credit. All publications, public information or publicity released as part of Services under this contract shall be approved by both parties before release and shall state that such is "funded by the New Hampshire Office of Highway Safety" or words to that effect. Additionally, Contractor may disclose to third parties that Contractor provides Services to the State. If Contractor prepares any publications, case studies, or endorsements which specifically mention the State, Contractor shall obtain the State's prior written approval.

22.4 License Grants. The NH Office of Highway Safety, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

22.5 Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

22.6 Lobbying. None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State of local legislative body. Such activities include both direct and indirect (e.g. 'grassroots') lobbying activities.