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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 24, 2014

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

*Sole Source*

### Requested Action

Pursuant to RSA 260:14, authorize the Department of Safety to enter into a **sole source** contract with Eastman Park Micrographics, Inc., (VC#222694-P001) 100 Latona Road, Building 318, Rochester, NY 14652 for an amount not to exceed \$29,382.00 to provide preventative maintenance, service, and repairs to microfilm equipment located in the Department of Safety. Effective upon Governor and Council approval from the period of July 1, 2014, through June 30, 2015. Funding source: 100% Highway Fund.

Funds are available in the following accounts in SFY2015 and contingent upon availability and continued appropriation with the authority to adjust encumbrances through the Budget Office if needed and justified

### SFY2015

02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing 024–500225 Maintenance Other Than Building & Grounds	\$5,268.00
02-23-23-233015-23120000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Registration 024–500225 Maintenance Other Than Building & Grounds	\$4,894.00
02-23-23-233015-23140000 Dept. of Safety – Division of Motor Vehicles – Certificate of Title 024–500225 Maintenance Other Than Building & Grounds	\$4,520.00
02-23-23-233015-23190000 Dept. of Safety – Division of Administration – Copy Center 024–500225 Maintenance Other Than Building & Grounds	\$12,392.00
02-23-23-233015-31100000 Dept. of Safety – Division of Administration – Road Toll Administration 024–500225 Maintenance Other Than Building & Grounds	\$2,308.00
<b>Total</b>	<b>\$29,382.00</b>

### Explanation

This contract is **sole source** as the microfilm equipment is proprietary and, therefore, can only be serviced and repaired by the service company authorized by the Eastman Kodak Co. The contract is for preventative maintenance, service, and repairs including necessary replacement of repair parts for three Kodak IMT 350 plain paper reader-printers, one RW 1000 plain paper reader printer, and two Imagelink 30 microfilmers used by the bureaus of Driver Licensing, Registration, Title, Copy Center, and Road Toll.

Respectfully submitted,

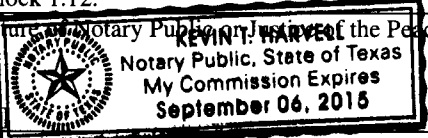
John J. Barthelmes  
Commissioner of Safety

Subject: Kodak IMT 350, Imagelink Microimager 30 & RW 1000 Maintenance & Repair FORM NUMBER P-37 ( version 1/09)

**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		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Eastman Park Micrographics, Inc.		1.4 Contractor Address 100 Latona Road Building 318, Rochester, New York 14652	
1.5 Contractor Phone Number 585-500-4430	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation not to exceed \$29,382.00
1.9 Contracting Officer for State Agency Elizabeth Bielecki		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature <i>Timothy Mortenson</i>		1.12 Name and Title of Contractor Signatory TIMOTHY MORTENSON / VP	
1.13 Acknowledgement: State of <u>TX</u> , County of <u>DALLAS</u> On <u>3-7-14</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]		<i>[Signature]</i>	
1.13.2 Name and Title of Notary or Justice of the Peace KEVIN T HARVELL			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5/13/14</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.

Contractor Initials   
Date 3/7/14

**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.

Exhibit A

Kodak IMT-350, Imagelink Microimager 30 & RW 1000  
Preventive Maintenance and Repair

Scope of Services

Eastman Park Micrographics, Inc., (VC# 222694-R001 ) 100 Latona Road Building 318, Rochester, New York 14652 shall provide preventive maintenance, service and repair(s) including necessary replacement parts, excluding image maintenance kits, supply items and consumables, for the three (3) Kodak IMT 350 plain paper reader-printers, two (2) Imagelink 30s and one (1) RW 1000 located in the Department of Safety, Division of Motor Vehicles, bureaus of Driver Licensing, Registration, and Title at 23 Hazen Drive, and Division of Administration, bureaus of Road Toll and Copy Center at 33 Hazen Drive and 41 Hazen Drive in Concord New Hampshire as follows:

1. The preventive maintenance, service and repairs shall commence on July 1, 2014, subject to Governor and Executive Council approval, and end on June 30, 2015, on the following equipment:

IMT 350 K# 06002354 - 23 Hazen Drive, Bureau of Registration, basement floor

IMT 350 K# 06002356 - 23 Hazen Drive, Bureau of Title, 2<sup>nd</sup> floor

IMT 350 K# 06002357 - 23 Hazen Drive, Bureau of Driver Licensing, 1<sup>st</sup> floor

RW 1000 K# 41465863 - 33 Hazen Drive, Bureau of Road Toll, 1<sup>st</sup> floor

Microimager 30 K# 03544607 - 33 Hazen Drive, Copy Center, 1<sup>st</sup> floor

Microimager 30 K# 03621439 - 33 Hazen Drive, Copy Center, 1<sup>st</sup> floor

2. Eastman Park Micrographics, Inc. shall provide preventive maintenance, service and repair(s) including necessary replacement parts.
3. Eastman Park Micrographics, Inc. shall provide maintenance, service and repairs during the Department of Safety's normal business hours.
4. The contact person for the Eastman Park Micrographics, Inc. is Kathy Reimer or her designee, e-mail [kathy.reimer@epminc.com](mailto:kathy.reimer@epminc.com), telephone # 585-500-4430 or 866-934-4EPM(4376).
5. The contact person for the Division of Motor Vehicles regarding contract issues is Arthur Garlow or his designee, telephone # 603-227-4050, e-mail [arthur.garlow@dos.nh.gov](mailto:arthur.garlow@dos.nh.gov).

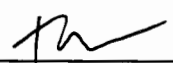
Date 3/7/14 Initials 

Exhibit B

Kodak IMT-350, Imagelink Microimager 30 & RW 1000  
Preventive Maintenance and Repair

Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to Eastman Park Micrographics, Inc., 100 Latona Road Building 318, Rochester, New York 14652, is contingent upon the following:

1. Approval of this agreement by the New Hampshire Governor and Executive Council.
2. Department of Safety approval of services.
3. Payment terms shall be net 30 days from date of invoice.
4. There shall be no other costs for the Kodak IMT 350, Microimager 30 or RW 1000 machines, including but not limited to preventive maintenance, repair(s), service, replacement part(s), excluding image maintenance kits, supply items and consumables, during the term of this agreement.
5. Payment schedule for July 1, 2014, through June 30, 2015.

Unit	Annual cost
IMT 350 K# 6002354	\$4,894.00
IMT 350 K# 6002356	\$4,894.00
IMT 350 K# 6002357	\$4,894.00
RW 1000 K# 41658363	\$2,308.00
Microimager film K# 41658363	\$1,271.00
Microimager 30 K# 3544607	\$4,916.00
Microimager 30 K# 3621439	\$3,934.00
Microimager 215 K# 3544607	\$ 724.00
Microimager FDR K# 3621439	\$ 652.00
Microimager mrkr K# 3621439	\$ 533.00
Microimager 215 K# 3621439	\$ 362.00
Account #s	
02-23-23-233010-2312-024	\$ 4,894.00
02-23-23-233010-2314-024	\$ 4,520.00
02-23-23-233010-2311-024	\$ 5,268.00
02-23-23-232010-3110-024	\$ 2,308.00
02-23-23-232010-2319-024	\$12,392.00

**6. Total Agreement Not To Exceed \$29,382.00**

Date 3/7/14 Initials mn

Exhibit C

Kodak IMT-350, Imagelink Microimager 30 & RW 1000  
Preventive Maintenance and Repair

Special Provisions

There are no special provisions.

Date 3/7/14 Initials pu





March 7, 2014

Department of Safety  
23 Hazen Drive  
Concord, NH 03305

Dear Sir or Madam:

I, William Oates, as the owner and Chief Executive Officer of Eastman Park Micrographics, have granted Tim Mortenson, VP Global Operations, authority to enter in to the attached agreement with the Department of Safety.

Please contact me if you need any further information.

Best regards,

A handwritten signature in black ink that reads 'William Oates'. The signature is written in a cursive style with a large initial 'W'.

William Oates

# 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 Eastman Park Micrographics, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 22, 2011. 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 19<sup>th</sup> day of March, 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)

3/18/2014

**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).**

<b>PRODUCER</b> USI Southwest Dallas /CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214 443-3100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>214 443-3100</b>		FAX (A/C, No): <b>214 443-3900</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Kofile Holdings, Inc 6300 Cedar Springs Dallas, TX 75235	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Valley Forge Insurance Company</b>		<b>20508</b>
	<b>INSURER B: Continental Casualty Company</b>		<b>20443</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

**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			5086390848	07/09/2013	07/09/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			5086390834	07/09/2013	07/09/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			5086549917	07/09/2013	07/09/2014	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	586390820	07/09/2013	07/09/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	E&O Coverage			5086390848	07/09/2013	07/09/2014	\$10,000,000
A	Valuable Papers			5086390848	07/09/2013	07/09/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Department of Safety, 33 Hazen Drive, Concord, NH 03305 only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.**

**The General Liability, Automobile and Umbrella policies include a blanket automatic Additional Insured (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> ST/NH Dept. of Safety 33 Hazen Drive Concord, NH 03305	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>J.W. Wagner</i>

## DESCRIPTIONS (Continued from Page 1)

endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The General Liability, Automobile and Workers' Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.

30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier

Named Insured is completed to include:

KOFILE Holdings, Inc.

KoFile, Inc.

Enduro Binders, Inc

Tenacity Manufacturing Company

6489 Enduro Drive, LLC

Brown's River Marotti Co

Cedar Springs Investments, LLC

Nashoba, Inc.

Verticus, Inc.

Safeguard Solutions, Inc.

BRC Conversion Services Corporation

Eastman Park Micrographics, Inc.

KOFILE Solutions Inc. (dba Safeguard Solutions Inc.)

KOFILE Conversion Services Inc. (dba BRC Conversion Services Corp)

KOFILE Preservation Inc. (dba Browns River Marotti Co.)

KOFILE Preservation Inc. (dba Louisiana Binding Service)

# TITLE XXI

## MOTOR VEHICLES

### CHAPTER 260

#### ADMINISTRATION OF MOTOR VEHICLE LAWS

#### Powers and Duties

#### Section 260:14

##### **260:14 Records and Certification. –**

##### I. In this section:

(a) "Motor vehicle records" means all applications, reports required by law, registrations, histories, certificates and licenses issued or revoked by the department and the information, including personal information, contained in them.

(b) "Person" means an individual, organization or entity, but shall not include this state or an agency thereof. "Person" shall include the personal representative of any person injured or killed in the motor vehicle accident, including the person's conservator, executor, administrator, or next of kin as defined in RSA 259:66-a.

(c) "Personal information" means information in motor vehicle records that identifies a person, including a person's photograph or computerized image, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information.

(d) "Legitimate business" means a business which is registered in New Hampshire and which receives compensation in connection with matters of motor vehicle or driver safety or theft, motor vehicle emissions, and motor vehicle market research activities, including survey research.

II. (a) Proper motor vehicle records shall be kept by the department at its office. Notwithstanding RSA 91-A or any other provision of law to the contrary, except as otherwise provided in this section, such records shall not be public records or open to the inspection of any person.

(b) Copies of such records, duly attested and certified by the director, or designee, shall be as competent evidence in any court within this state as the original record or document would be if produced by such person as the legal custodian. A hearings examiner shall be considered a legal custodian of motor vehicle records for the purpose of testifying at a trial.

II-a. The accident report, the technical accident reconstruction report, any repair estimate, or any similar document that constitutes a motor vehicle record that is created or received as a result of any accident or collision involving a vehicle owned or leased by the state, a county, a city, a town, or a local public entity shall be a governmental record subject to inspection and disclosure in accordance with RSA 91-A except when inspection or disclosure would risk exposure of undercover law enforcement activity. Any report of a violation of this title by an employee or official of a county, a city, a town, or a local public entity while engaged in official business in a vehicle owned or leased by the state, a county, a city, a town, or a local public entity shall be a governmental record subject to inspection and disclosure in accordance with RSA 91-A.

III. Motor vehicle records may be made available pursuant to a court order or in response to a request from a state, a political subdivision of a state, the federal government, or a law enforcement agency for use in official business. The request shall be on a case-by-case basis. Any records received pursuant to this paragraph shall not be further transferred or otherwise made available to any other person or listed entity not authorized under this paragraph.

III-a. Except for a person's photograph, computerized image, and social security number, motor vehicle records may be made available to the department of transportation for collection of a toll as identified by a toll collection system, pursuant to RSA 236:31. Any records received under this paragraph shall not be further transferred or otherwise made available to any other non-governmental agency that is not a contracting agent of the department of transportation for toll collection.

III-b. A corporation that is operating under an active DD Form 441 Department of Defense Security Agreement and has a facility located within the state may request that the commissioner grant a waiver to the corporation that would permit it to obtain the name and address of the owner of any motor vehicle that is on or adjacent to the corporation's property within the state of New Hampshire. The corporation shall only use information received under this paragraph for security purposes. The commissioner may grant or renew the waiver for any period up to one year. During the period when the waiver is valid, the police department of jurisdiction shall, upon request, provide to the corporation's security operations center supervisor, or equivalent person, the name and address of the owner of any motor vehicle on or adjacent to the corporation's property within the state of New Hampshire.

IV. (a) Except for a person's photograph, computerized image, and social security number, motor vehicle records shall be made available, upon proof of the identity of the person requesting the records and representation by such person on a form satisfactory to the department that the records will be strictly limited to one of the following described uses:

(1) Motor vehicle manufacturers, or their authorized agents, for use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, and the Clean Air Act.

(2) Insurance companies authorized to write automobile and personal excess liability insurance policies, or by self-insured entities, or their authorized agents, for use in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.

(b) No motor vehicle records made available under this paragraph shall be sold, rented, transferred, or otherwise made available in whole or in part, in any form or format, directly or indirectly, to another person, except that an authorized agent may make such records available to any principal on whose behalf the records were sought if the name of that principal was provided to the department at the time the records were sought.

V. (a) Except for a person's photograph, computerized image and social security number, motor vehicle records may be made available upon proof of the identity of the person requesting the records and representation by such person on a form satisfactory to the department that the use of the records will be strictly limited to one or more of the following described uses, which use shall be specified in the request:

(1) For use by a legitimate business in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research, so long as the name and address of the individual is not disclosed by the department; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

(2) For use with respect to a request for a named person's motor vehicle records in connection with any civil, criminal, administrative or arbitral proceeding in any court or government agency, including the service of process and the execution or enforcement of judgments and orders, pursuant to an order of the court or agency.

(3) For use with respect to a request for a named person's motor vehicle records by a banking or similar institution, in the normal course of business, but only to verify the accuracy of personal information submitted by the individual to the bank and if such information is incorrect, to obtain the

correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

(4) For use by a legitimate business in research activities, and for use by a legitimate business in statistical reports, so long as personal information is not disclosed by the department.

(5) For use with respect to a request for a named person's motor vehicle records in providing notice to the owners of towed or impounded vehicles.

(6) For use with respect to a request for a named person's motor vehicle records by any private investigative agency or security service licensed by this state for any purpose permitted under subparagraph V(a) other than subparagraph V(a)(8).

(7) For use with respect to a request for a named person's motor vehicle records by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986.

(8) For bulk distribution for surveys, marketing or solicitations, provided that the express consent of each person to whom such motor vehicle records pertain has been obtained. Such consent may be withdrawn at any time.

(9) For use with respect to a request for a named person's motor vehicle records by a public utility, as defined in RSA 362:2 and over which the public utilities commission exercised jurisdiction on July 1, 1996, to perform its public service obligations, provided that the named person's express consent has been obtained. Such consent may be withdrawn at any time.

(10) For use by life insurance companies authorized to write life insurance policies, or their authorized agents, on a case-by-case basis, in connection with claims investigation, rating, and underwriting, provided that the insurance company has provided written notice to the named person that the person's motor vehicle records will be accessed.

(b)(1) A person may elect at any time not to have any personal information pertaining to such person made available as provided in subparagraphs V(a)(1), (2), (3), (4), (5), (6) and (7). A person who so elects shall inform the department in writing, and the department shall not thereafter make the personal information available, nor shall the department make available a list of the persons who have so elected. Any elections previously made under this section shall continue in effect.

(2) The department shall inform members of the public in a clear, simple and conspicuous manner of their right to make the election permitted by this subparagraph at each of its offices at which it requests personal information. The department shall also request that the same be done by municipal agents of the department appointed pursuant to RSA 261:74-a.

(c)(1) No person shall be required to provide his or her written or express consent to the release of personal information as a condition of doing business with any other person or legitimate business.

(2) For purposes of this section, "express consent" means upon knowledge and affirmative agreement of the person to whom the personal information pertains a written statement dated and executed by that person that is separate and distinct from any other document and that contains at least the following:

(A) A specific description of the personal information to be disclosed.

(B) The name of the entity that is authorized to make the disclosure.

(C) Identification of the entity or entities authorized to receive the disclosure and a specific description of the purpose for which such disclosure will be made.

(D) The expiration date of the authorization, which shall be no more than 2 years from the date of its execution.

(E) A clear, simple, and conspicuous statement that providing express consent to the release of personal information is not required in order to do business with the entity that is authorized to make the disclosure.

(F) An acknowledgment by the person executing the statement that he or she has the right to revoke the authorization at any time.

VI. (a) Except as provided in subparagraph (b), an authorized recipient of personal information for a particular use under the provisions of subparagraph V(a) may not sell, rent, transfer, or make the

information available to another person for the same or for any other use.

(b) An authorized recipient of personal information for a particular use under subparagraphs V(a) (1), (4), (8), (9), and (10) may sell, rent, transfer or make the information available to another person for the same use only, subject to the limitations in the particular subparagraph.

(c) An authorized recipient of personal information for a particular use under the provisions of subparagraph VI(b) who sells, rents, transfers or uses the information, or makes the information available to another person, for the same use shall be required by the department to (1) maintain for a period of not less than 5 years records identifying each person who receives the information and the permitted purpose for which the information will be used; and (2) make such records available to the department on request.

VII. A person shall have access to motor vehicle records relating to such person upon proof of identity. Motor vehicle records relating to a person may be made available to any other person upon proof, in such form and manner as the department prescribes, that the notarized, written consent of the person who is the subject of the record has been obtained.

VIII. Nothing in this section shall prohibit the department in its discretion from releasing to the public any person's name, age or motor vehicle offenses only.

VIII-a. (a) No person who has been convicted of any offense enumerated in RSA 632-A, RSA 645, or RSA 649-A, or a reasonably equivalent offense under the law of another state or the federal government, shall be entitled to apply for or to receive a waiver from the department of safety relative to retention of the person's driver's license image, likeness, or photograph. Such image, likeness, or photograph shall be retained in the records of the department of safety.

(b) No person who has been convicted of DWI, aggravated DWI, or a reasonably equivalent offense under the laws of another state, shall be entitled to apply for or to receive a waiver from the department of safety relative to retention of the person's driver's license image, likeness, or photograph until at least 7 years after the date of the conviction. Such image, likeness, or photograph shall be retained in the records of the department of safety.

(c) No person who has been convicted of a felony in this state or in any other jurisdiction shall be entitled to apply for or to receive a waiver from the department of safety relative to retention of the person's driver's license image, likeness, or photograph until at least 10 years after the date of conviction. Such image, likeness, or photograph shall be retained in the records of the department of safety.

IX. (a) A person is guilty of a misdemeanor if such person knowingly discloses information from a department record to a person known by such person to be an unauthorized person; knowingly makes a false representation to obtain information from a department record; or knowingly uses such information for any use other than the use authorized by the department. In addition, any professional or business license issued by this state and held by such person may, upon conviction and at the discretion of the court, be revoked permanently or suspended. Each such unauthorized disclosure, unauthorized use or false representation shall be considered a separate offense.

(b) A person is guilty of a class B felony if, in the course of business, such person knowingly sells, rents, offers, or exposes for sale motor vehicle records to another person in violation of this section.

X. The department and any person aggrieved by a violation of this section may bring a civil action under this section and, if successful, shall be awarded the greater of actual damages or liquidated damages of \$2,500 for each violation; reasonable attorneys' fees and other litigation costs reasonably incurred; and such other equitable relief as the court determines to be appropriate.

XI. Neither the state nor its agencies or employees shall be civilly liable for any improper use or release of motor vehicle records to any person obtaining such records as provided in this section.

XII. The commissioner of safety shall adopt rules to implement this section. Notwithstanding any other provisions of law, such rules shall be exempt from the provisions of RSA 541-A.

XIII. Notwithstanding the provisions of RSA 91-A, the department may charge reasonable fees for the release of information under this section. In determining a reasonable fee, the department shall consider factors such as labor and production costs, as well as the market value of the information. All such fees



shall be deposited in the fire standards and training and emergency medical services fund established in RSA 21-P:12-d.

XIV. Any person determined by the commissioner, after hearing, to have violated any provisions of this section may be barred from receiving motor vehicle records for a period not to exceed 5 years.

XV. (a) Motor vehicle records obtained from the department under the provisions of subparagraph V(a)(4) and (8) shall be obtained separately for each use specified under subparagraph V(a)(4) and (8), one use to a request, provided that the commissioner may grant a request from a legitimate business for multiple uses if:

(1) The commissioner determines the legitimate business has responsible business practices including, but not limited to, data privacy and security policies.

(2) The legitimate business provides the commissioner with a list of all users of the information, including the name and address of the business, provided, however, that such list shall not be a public record available for public inspection pursuant to RSA 91-A.

(3) The subsequent users are required by the legitimate business to certify compliance with RSA 260:14 and shall be conspicuously informed that they are prohibited from reselling, transferring, or assigning any motor vehicle record information, including personal information.

(4) The legitimate business certifies its compliance with RSA 260:14 on a form prescribed by the department, including posting a bond if required by the commissioner.

(b) All legitimate businesses approved under this paragraph shall be charged a reasonable fee as determined by the commissioner that reflects the number of multiple uses authorized, the volume of the legitimate business' resale business, and the market value of the information.

XVI. The commissioner may limit the information contained in motor vehicle records released to any person under this section if it is determined by the commissioner that the release of certain personal information is unnecessary.

XVII. The provisions of this section shall be severable if any phrase, clause, sentence or provision is declared contrary to the constitution of this state or the United States.

**Source.** 1921, 119:23. PL 99:6. 1929, 55:1. RL 115:6. RSA 259:10. 1981, 146:1. 1990, 79:1. 1996, 295:1. 1997, 66:1. 2000, 319:2-12. 2001, 91:6; 134:1-4; 208:1. 2002, 242:2-4. 2003, 261:1, 2, eff. July 14, 2003. 2004, 241:4, eff. June 15, 2004. 2006, 108:1, eff. July 1, 2006; 317:12, eff. Aug. 18, 2006. 2010, 241:3, eff. July 1, 2010. 2011, 167:1, eff. Aug. 13, 2011. 2013, 186:11, eff. Aug. 31, 2013.