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# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

**EDDIE EDWARDS**  
ASSISTANT COMMISSIONER

**STEVEN R. LAVOIE**  
ASSISTANT COMMISSIONER

**ROBERT L. QUINN**  
COMMISSIONER

December 14, 2023

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

### REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles (DMV) to enter into a retroactive contract amendment with Randall-Reilly, LLC (VC#177751-B001), Tuscaloosa, AL 35403, by increasing the price limitation by \$224,400.00 from \$563,000.00 to not to exceed \$787,400.00 and to extend the end date from December 31, 2023, to December 31, 2025 to provide vehicle identification and valuation information. The original contract with Informa Business Media Inc, now Randall-Reilly, LLC, was approved by the Governor and Executive Council on December 19, 2018, Item # 65B. Effective upon Governor and Executive Council approval through December 31, 2025. 100% Highway Funds.

Funds are contingent upon availability and continued appropriations in SFY2024 and SFY2025 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

02-23-23-233015-81070000 - Dept. of Safety – DMV - Reflectorized Plate Fund	<u>SFY 2024</u>	<u>SFY2025</u>
057-500532 Contracts for Operational Services	\$112,200.00	\$112,200.00

### EXPLANATION

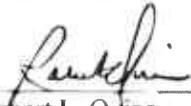
This amendment is **retroactive** as the review of the amendment by various attorneys took longer than anticipated.

This amendment will allow for the continued provision of vehicle valuation and identification information services required for the DMV's motor vehicle registration program: Municipal Agent Automation Project (MAAP).

The Randall-Reilly Price Digest allows for the DMV, and towns and cities that are connected to the DMV's MAAP system, to provide the necessary vehicle and valuation data to complete motor vehicle registration transactions. The vehicle valuation data is required by all town and city clerks and by the DMV in order to calculate the local motor vehicle tax values, which are based on the age and book value of the vehicle. The data is also used for determining weights and other information used in registration of certain commercial, watercraft, and other specialized vehicles. The vendor provides this information in electronic files so it can be integrated into the MAAP computer program. Without vehicle identification and valuation services, MAAP cannot function, and registrations cannot be processed.

This contract was initially bid in 2018 and Informa Business Media Inc, now Randall-Reilly, LLC, was the only bidder. The contract has provisions for the ability to extend the contract for two additional time periods of two years; this is the first extension.

Respectfully submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety

State of New Hampshire  
Department of Safety  
Vehicle Valuation Services  
Contract 2019-008  
Amendment 1

This Agreement (hereinafter called the "Amendment") is by and between Randall-Reilly, LLC, 3200 Rice Mine Road, NE, PO Box 2029, Tuscaloosa, AL 35403 (VC# 177751-B001) and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on December 19, 2018, Item # 65B, Informa Business Media, Inc., formerly Penton Business Media, Inc. and now known as Randall-Reilly, LLC, agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Part 1, Section 18, the Agreement may be amended only by an instrument in writing signed by the parties thereto and subject to approval by the Governor and Executive Council of the State of New Hampshire;

WHEREAS, the parties desire to amend the Agreement to increase the price limitation and to extend the completion date of the Agreement, and to make various administrative changes to reflect the Contractor's current name Randall-Reilly, LLC;

WHEREAS, Randall-Reilly, LLC and the DOS have agreed to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to the following:

The Agreement is hereby amended as follows:

1. Amend the following sections of the Contract Agreement by increasing the Price Limitation by \$224,400.00, from \$563,000.00 to not exceed \$787,400.00, as follows:
  - Part 1, General Provisions, block 1.8;
2. Amend the following sections of the Contract Agreement to reflect a new Completion Date of December 31, 2025:
  - Part 1, General Provisions, block 1.7 Completion Date;
3. Amend the Contract Agreement generally such that all references in the Agreement to Informa Business Media, Inc., of 1166 Avenue of the Americas, 10<sup>th</sup> Floor, New York, New York 10036 shall be changed to Randall-Reilly, LLC, 3200 Rice Mine Road, NE, PO Box 2029, Tuscaloosa, AL 35403. Reserving all rights to DOS, and unless the context indicates otherwise, all references in the Agreement to Contractor shall refer to Randall-Reilly, LLC.
4. Amend Part 2, Table 18.10 of the Agreement by replacing the content under Notices to the Contractor with Randall-Reilly, LLC, PO Box 2029, Tuscaloosa, AL 35403.
5. Amend Exhibit B, section 4.1 Remit To Address by replacing the content thereof with Randall-Reilly, LLC, PO Box 2029, Tuscaloosa, AL 35403.

Date 11/29/23 Initials RS

Pursuant to Part 1, section 12 and Part 2, sections 15 and 16 of the Agreement, and subject to the provisions of Part 1, section 16 of the Agreement, which are expressly reserved to the State, by executing this Amendment, Randall-Reilly, LLC hereby fully assumes all obligations, liabilities and responsibilities under the Agreement from the effective date thereof, and the DOS hereby consents to the transfer of the Agreement from Informa Business Media, Inc. to Randall-Reilly, LLC and opts to continue the Agreement with Randall-Reilly, LLC as successor to Inform Business Media, Inc. for the full remaining term of the Agreement, as extended in this Amendment 1.

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

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

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

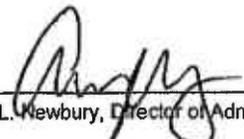
**Randall-Reilly, LLC**

By: 

Date: Nov 29, 2023

Title Sales Director

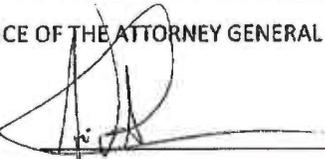
**STATE OF NEW HAMPSHIRE  
Department of Safety**

By:   
Amy L. Newbury, Director of Administration

Date: 12/15/23

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

**OFFICE OF THE ATTORNEY GENERAL**

By:   
Assistant Attorney General

On: Jan 2nd 2024

**GOVERNOR AND COUNCIL OF NEW HAMPSHIRE**

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

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

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

Date 11/29/23 Initials CS

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RANDALL-REILLY, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 26, 2023. 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: 933177

Certificate Number : 0006243731



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



**RANDALL  
REILLY**

3200 Rice Mine Rd. NE  
Tuscaloosa, AL 35406

randallreilly.com

November 27, 2023

Thomas Kaempfer  
New Hampshire Department of Safety  
Division of Motor Vehicles  
23 Hazen Dr.  
Concord, NH 03305

RE: Certificate of Authority

Dear Mr. Kaempfer,

I am writing to provide you with signature authorization on behalf of Randall-Reilly, LLC.

Daniel C. Smith, Sales Director with Price Digests, is authorized by me, David Rains, to affix his signature and execute any documents, contracts, agreements and legal instruments necessary for the regular course of business operations with the New Hampshire Department of Safety.

Sincerely,

David Rains  
VP, General Counsel

**Better relationships. Better insights. Better results.**





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Fitts Agency Inc.</b>		NAMED INSURED Randall-Reilly, LLC (See Notes/Additional Names)	
POLICY NUMBER <b>SEE PAGE 1</b>		PO Box 2029 Tuscaloosa, AL 35403	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Named Insureds:

Randall-Reilly, LLC  
Tide Holdings, LLC  
RRHC Acquisition, Inc.  
Trunk Intermediate Inc.  
Trunk Acquisition, Inc.  
Central Analysis Bureau, Inc.  
Iron Solutions, LLC  
Randall-Reilly Talent, LLC

## Scheduled Locations:

3200 Rice Mine Road, Tuscaloosa, AL  
3210 Rice Mine Road, Tuscaloosa, AL  
1509 Orchard Lake Dr, Ste E, Charlotte, NC  
3100 Rice Mine Road, Tuscaloosa, AL  
801 Noble Street, Ste 310, Anniston, AL  
12244 S. Business Park Drive, Draper, UT  
660 Bakers Bridge Avenue, #300, Franklin, TN  
150 Chambers Bridge Rd, Ste 200 & 201, Brick, NJ  
16500 W. Glendale Dr., Unit #3033, New Berlin, WI



State of New Hampshire

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

RQ#190291

JOHN J. BARTHELMES  
 COMMISSIONER

6JC#65B  
 12-19-2018

December 5, 2018

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

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles, to enter into a contract with Informa Business Media, Inc., (VC# 177751-B001), formerly Penton Business Media, Inc., 1166 Avenue of the Americas, 10<sup>th</sup> Floor, New York, New York 10036, in an amount not to exceed \$563,000.00, to provide vehicle valuation and identification information services required for the Municipal Agent Automation Project (MAAP). Effective on January 1, 2019 or upon Governor and Executive Council approval, whichever is later, through December 31, 2023, with the option to renew for two additional periods of two years each, subject to Governor and Executive Council approval. Funding source: 100% Revolving Funds.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020 through SFY2024 with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

02-23-23-233015-81070000 Dept. of Safety – Division of Motor Vehicles – Reflectorized Plate Fund  
 057-0532 Books and Periodicals

	SFY2019	SFY2020	SFY2021	SFY2022	SFY2023	SFY2024
Base fee	\$49,300.00	\$98,600.00	\$98,600.00	\$98,600.00	\$98,600.00	\$49,300.00
Optional fees	\$ 8,800.00	\$13,600.00	\$13,600.00	\$13,600.00	\$13,600.00	\$ 6,800.00
Subtotal	\$58,100.00	\$112,200.00	\$112,200.00	\$112,200.00	\$112,200.00	\$56,100.00

Total \$563,000.00

Explanation

This contract provides the towns and cities that use the MAAP motor vehicle registration program and the towns and cities that are on-line with the DMV with the necessary vehicle and valuation data to complete motor vehicle registration transactions. The vehicle valuation data is required by all town and city clerks and by the DMV in order to calculate the local motor vehicle tax values, which are based on the age and book value of the vehicle, for registering motor vehicles. This data is also used for determining weights and other information used in the registration of certain commercial, watercraft, and other specialized vehicles. The vendor provides this information in electronic files so it can be integrated into the MAAP computer program. Without vehicle identification and valuation services, MAAP cannot function and registrations cannot be processed. The vendor also provides electronic vehicle valuation data directly to vendors that provide motor vehicle registration software to several towns and cities and vehicle valuation information in paper format to the towns that are not on-line to the Division of Motor Vehicles.

Request for Bid (RFB) 2019-02 was posted on the Department of Administrative Services, Bureau of Purchase and Property website on May 31, 2018 with a closing date of July 2, 2018. Informa Business Media, Inc. was the only vendor to respond. The base annual pricing remains unchanged without any increase at \$98,600.00 per year. The base pricing includes twenty licenses for the DMV to have on-line access to all the vehicle valuation data received in the electronic flat files, plus on-line

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
December 5, 2018  
Page 2 of 2

access to all watercraft information. Optional items include an Application Programming Interface setup and maintenance fees and Fuel Mileage Data. Informa Business Media, Inc. has been supplying the Division of Motor Vehicles with vehicle valuation services for several years.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety



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

Denis Goulet  
Commissioner

December 7, 2018

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Informa Business Media, Inc., formerly Penton Business Media, Inc., of Overland Park, Kansas as described below and referenced as DoIT No. 2019-008.

The purpose of this request is to enter into a contract with Informa Business Media, Inc d.b.a. Price Digest to provide vehicle valuation and identification information services required for the Municipal Agent Automation Project (MAAP). This contract will provide the towns and cities that use the MAAP motor vehicle registration program and the towns and cities that are on-line with the DMV with the necessary vehicle and valuation data to complete motor vehicle registration transactions.

The amount of the contract is not to exceed \$563,000, and shall become effective upon Governor and Council approval through December 31, 2023.

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

Sincerely,

Denis Goulet

DG/kaf/ck  
DoIT #2019-008

cc: Scott Hopkins, IT Manager, DoIT

Vehicle Valuation Data  
Request for Bid 2019-02

Bid Summary

Public notice placed on the Department of Administrative Services, Bureau of Purchase & Property website May 31, 2018.

Closing date for bids July 2, 2018.

Bids	Price
Informa Business Media, Inc.	\$98,600.00 base price

The bid was evaluated by the DMV Bureau of Registration and DoIT and deemed to be acceptable as this vendor formerly know as Penton Business Media, Inc., has been supplying vehicle valuation data to the State of New Hampshire for several years. The vehicle valuation data is utilized by approximately 110 towns and cities that use the Division's MAAP vehicle registration program. Optional items include fuel mileage and an updated methodology of receiving the electronic files. The base price remains unchanged at \$98,600.00.

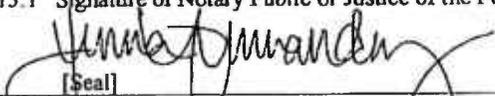
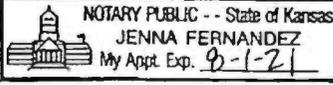
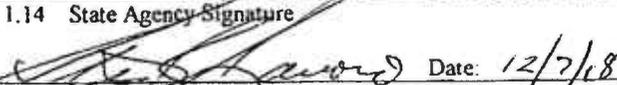
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Safety		<b>1.2 State Agency Address</b> 33 Hazen Drive, Concord, NH 03301	
<b>1.3 Contractor Name</b> Informa Business Media, Inc. d.b.a. Price Digests		<b>1.4 Contractor Address</b> Price Digests                      Informa Business Media, Inc. 9800 Metcalf Avenue              605 3 <sup>rd</sup> Avenue, 21 <sup>st</sup> Floor Overland Park, KS 66212        New York, NY 10158	
<b>1.5 Contractor Phone Number</b> (913) 341-1300	<b>1.6 Account Number</b> 02-23-23-233015-81070000-057-0532	<b>1.7 Completion Date</b> December 31, 2023	<b>1.8 Price Limitation</b> Not to Exceed \$563,000.00
<b>1.9 Contracting Officer for State Agency</b> Steven Lavoie		<b>1.10 State Agency Telephone Number</b> 603-227-4050	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Daniel C. Smith Managing Director	
<b>1.13 Acknowledgement:</b> State of <u>Kansas</u> , County of <u>Johnson</u> On <u>December 7, 2018</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Jenna Fernandez - Branch Manager</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Steven R. Lavoie, Dir. of Administration	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>12/10/18</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> 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.

Contractor Initials

Date 12/7/10

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Agreement</b>	A contract duly executed and legally binding.
<b>API Data</b>	Means data accessed by the State via calls to the application program interface at <a href="https://pricedigestsapi.com">https://pricedigestsapi.com</a> made available by the Contractor to the State or any other mutually agreed distribution medium.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Authorized Persons</b>	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals,

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	tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
<b>Contractor/Vendor</b>	The Vendor and its employees, subcontractors, agents and affiliates whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Flat File Data</b>	Means data delivered by the Contractor to the State in comma separated values (.csv) format via a secure FTP link or file share platform provided by Licensee or any other mutually agreed method of delivery for such data.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Implementation</b>	The process for making the Software fully operational for processing the Data, if applicable.
<b>Implementation Plan</b>	Sets forth the transition from development of the Software to full operation, and includes without limitation, training, business and technical procedures.

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<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Licensor Data</b>	The Vendor' records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used by the State of New Hampshire during the Contract Term.
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	The Software is operating and fully functional, all Data has been loaded; the Software is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable

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	information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Security Incident</b>	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
<b>Service Level Agreement (SLA)</b>	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
<b>Service</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.

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<b>the Contractor</b>	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Software</b>	All Software provided by the Vendor under the Contract
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Software Deliverables</b>	Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire DEPARTMENT OF SAFETY Division of Motor Vehicles 23 Hazen Dr. Concord, NH 03305 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
<b>State Data</b>	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware

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	or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Identified Contact</b>	The person or persons designated in writing by the State to receive security incident or breach notification.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when Contractor is supporting Software changes.
<b>Verification</b>	Supports the confirmation of authority to enter a computer software, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Web Data</b>	Means data accessed by the State via the Contractor's Online product(s) available at <a href="https://app.pricedigests.com/">https://app.pricedigests.com/</a> , and which are accessible through an online interface by use of assigned user names and passwords. These products accept VIN and/or year/make/model requests and return the applicable matching record(s) containing vehicle specifications and values.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C (if applicable). The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.
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**INTRODUCTION**

This Contract Agreement ("Agreement") is by and between the State of New Hampshire, acting through New Hampshire Department of Safety, Division of Motor Vehicles ("State"), and Price Digests, a division of Informa Business Media, Inc., ("Contractor"), with offices at 605 Third Avenue, New York, New York 10158.

**RECITALS**

Whereas the State desires to have the Contractor provide a comprehensive vehicle data solution with data delivered in multiple formats to best meet the ongoing vehicle identification, specification and valuation data requirements of the State. Deliverables include flat files, optional "turnkey" API platform access, and online software for the State.

Whereas the Contractor wishes to provide a vehicle identification and valuation products and services as described in the Informa Business Media, Inc., non-Exclusive License Agreement, attached hereto and hereby made part of this agreement.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1. CONTRACT DOCUMENTS**

This Contract Agreement (2019-008) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A - Contract Deliverables
  - Exhibit B - Price and Payment Schedule
  - Exhibit C - Special Provisions
  - Exhibit D - Administrative Services
  - Exhibit E - Implementation Services
  - Exhibit F - Testing Services
  - Exhibit G - Maintenance and Support Services
  - Exhibit H - Requirements
  - Exhibit I - Work Plan
  - Exhibit J - Software Agreement
  - Exhibit K - Warranty and Warranty Services
  - Exhibit L - Training Services
  - Exhibit M - Agency RFP with Addendums, by reference
  - Exhibit N - Vendor Proposal, by reference
  - Exhibit O - Certificates and Attachments

**1.2. ORDER OF PRECEDENCE**

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

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- a. State of New Hampshire, Department of Safety Contract Agreement 2019-008, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Safety RFB DMV 2019-02.
- c. Vendor Proposal Response to RFP RFB DMV 2019-02 dated June 29, 2018

**2. CONTRACT TERM**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date") and extend through the date indicated in Part 1, P-37 General Provisions - Block I.7: *Completion Date*. for a term of five (5) years, unless sooner terminated in accordance with the provisions hereof.

The Term may be extended for two (2) additional term of two (2) years, under the terms and conditions contained in the agreement and subject to approval by the New Hampshire Governor and Executive Council.

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

**3. COMPENSATION**

**3.1. CONTRACT PRICE**

The Contract Price, Part 1, P-37, Block I.8 *Price Limitation*, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

**3.2. NON-EXCLUSIVE CONTRACT**

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

**4. CONTRACT MANAGEMENT**

The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing its obligations under the Project to its successful completion. For the avoidance of doubt, the Contractor shall not be required to provide services on-site at the State's facilities. The Contractor shall provide its documentation regarding the Flat Files and API and the State shall be solely responsible for the integration of the applicable data into the State's systems.

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**4.1. THE CONTRACTOR'S CONTRACT MANAGER**

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

**The Contractor's Contract Manager is:**

Daniel Smith  
Managing Director  
9800 Metcalf Avenue  
Overland Park, KS 66212  
Tel: (913) 851-5139  
Email: dan.smith@informa.com

**4.2. THE CONTRACTOR'S PROJECT MANAGER**

The Contractor shall assign a Project Manager who meets the requirements of the Contract. For the avoidance of doubt, the Project Manager shall not be required to provide services on-site at the State's facilities.

**The Contractor's Project Manager is:**

Jeanette Weber  
Data Operations Manager  
6190 Powers Ferry Road NW, Suite 320  
Atlanta, GA 30339  
Tel: (770) 618 0106  
Email: jeanette.weber@informa.com

**4.3. STATE CONTRACT MANAGER**

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

**The State Contract Manager is:**

Arthur Garlow  
Administrator IV  
23 Hazen Dr.  
Concord, NH 03305  
Tel: 603-227-4050  
Email: [Arthur.garlow@dos.nh.gov](mailto:Arthur.garlow@dos.nh.gov)

**4.4. STATE PROJECT MANAGER**

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;

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- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

**The State Project Manager is:**

Christopher Ialuna  
23 Hazen Dr.  
Concord, NH 033305  
Tel: 603-227-4030  
Email: [Christopher.ialuna@dos.nh.gov](mailto:Christopher.ialuna@dos.nh.gov)

**5. REFERENCE AND BACKGROUND CHECKS**

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

The State may, at its sole expense, conduct reference and background screening of the Contractor Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 12: Use of State's Information, Confidentiality.

**6. DELIVERABLES**

**6.1. CONTRACTOR RESPONSIBILITIES**

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

**6.2. DELIVERABLES AND SERVICES**

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: Contract Deliverables.

**6.3. DELIVERABLES REVIEW AND ACCEPTANCE**

Prior to the commencement of any deliverable by the Vendor, Non-Software or Written Deliverable, the Vendor shall provide to the State, upon request, implementation plan, work plan, (or other appropriate materials), for review and written approval by the State. The State will review and either approves the proposed Deliverable, or not accepts it and specifies what the State requires. The finalized deliverable will then be utilized to subsequently Review the Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

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**7. SOFTWARE**

The Contractor shall provide the State with access to the Software, data and Documentation set forth in the Contract, and particularly described and subject to the terms in Exhibit J: *Software Agreement*.

**8. SERVICES**

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

**8.1. ADMINISTRATIVE SERVICES**

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

**8.2. IMPLEMENTATION SERVICES**

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

**8.3. TESTING SERVICES**

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

**8.4. TRAINING SERVICES**

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

**8.5. MAINTENANCE AND SUPPORT SERVICES**

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

**8.6. WARRANTY SERVICES**

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

**9. WORK PLAN & WORK PLAN DELIVERABLE**

The Vendor shall submit a proposed Work Plan for optional services ten (10) business days after dual execution of a change order. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Written, and Non-Software Deliverables, major milestones, task dependencies, and payment schedule (if applicable). The Work Plan shall also address resource allocations (both State and Contractor Key Project members). Any Materials (Software, Hardware, etc) will be required to carry out the project. Any updates to the Work Plan shall require the written approval of the State.

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**10. CHANGE ORDERS**

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

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

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

**11. INTELLECTUAL PROPERTY**

**11.1. SOFTWARE TITLE**

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

Upon successful completion and/or termination of the implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation, if any, developed under the Contract solely for use in connection with the Contract and the services being provided by the Contractor hereunder.

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

**11.2. STATE'S DATA AND PROPERTY**

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under

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this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason. the Contractor shall not access State user accounts or State data, except:

- a. In the course of data center operations;
- b. In response to service or technical issues;
- c. As required by the express terms of this contract; or
- d. At the State's written request.

**11.3. CONTRACTOR'S MATERIALS**

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

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

**11.4. STATE WEBSITE COPYRIGHT**

WWW Copyright and Intellectual Property Rights

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

**11.5. SURVIVAL**

This Contract Agreement Section 11: Intellectual Property shall survive the termination of the Contract.

**12. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**12.1. USE OF STATE'S INFORMATION**

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall

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

**12.2. STATE CONFIDENTIAL INFORMATION**

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. Shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- b. Was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- c. Is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- d. Is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

**12.3. CONTRACTOR CONFIDENTIAL INFORMATION**

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the

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confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State, at no additional expense to the Contractor, with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

**12.4. SURVIVAL**

This Contract Agreement Section 12, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**13. LIMITATION OF LIABILITY**

**13.1. STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Part 1, P-37 General Provisions - Block 1.8 *Price Limitation*.

**13.2. STATE'S IMMUNITY**

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

**13.3. SURVIVAL**

This Section 13: *Limitation of Liability* shall survive termination or Contract conclusion.

**14. TERMINATION**

**14.1. TERMINATION FOR DEFAULT**

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

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

14.1.1. Upon the occurrence of any event of default, the state may take any one or more, or all, of the following actions (provided that (a) below shall be required and if

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remedied by contractor within the applicable cure period, then (b), (c) and (d) below may not be invoked):

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.
- c. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

14.1.2. The contractor shall provide the state with written notice of default, and the state shall cure the default within thirty (30) days.

**14.2. TERMINATION FOR CONVENIENCE**

14.2.1. INTENTIONALLY OMITTED.

**14.3. TERMINATION FOR CONFLICT OF INTEREST**

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

14.3.2. In such case, the state shall be entitled to a pro-rated refund of any current development, support, and maintenance costs set forth in this contract and previously paid to the contractor. The state shall pay all other contracted payments

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that would have become due and payable if the contractor did not know, or reasonably did not know, of the conflict of interest.

- 14.3.3. In the event the contract is terminated as provided above pursuant to a violation by the contractor, the state shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a default of the contract by the contractor.

**14.4. TERMINATION PROCEDURE**

- 14.4.1. Upon termination of the contract, the state, in addition to any other rights provided in the contract, may require the contractor to deliver to the state any property of the state for such part of the contract as has been terminated.

- 14.4.2. After receipt of a notice of termination, and except as otherwise directed by the state, the contractor shall:

- a. The State shall be entitled to any post-termination assistance generally made available by the Contractor with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. Take such action as the State reasonably directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause
  - After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless



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contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the contract.

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

**17. DISPUTE RESOLUTION**

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

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

**Table 17: Dispute Resolution Responsibility and Schedule Table**

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Dan Smith Managing Director	Christopher Ialuna State Project Manager (PM)	5 Business Days
First	Garrett Schemmel Vice President	Elizabeth Bielecki Director	10 Business Days
Second	Sue Boehlke Group President	Richard Bailey Jr. Asst. Commissioner	15 Business Days

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

**18. INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

**18.1. COMPUTER USE**

INTENTIONALLY OMITTED.

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**18.2. EMAIL USE**

INTENTIONALLY OMITTED.

**18.3. INTERNET/INTRANET USE**

INTENTIONALLY OMITTED.

**18.4. REGULATORY GOVERNMENT APPROVALS**

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

**18.5. INSURANCE CERTIFICATE**

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

**18.6. EXHIBITS**

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

**18.7. VENUE AND JURISDICTION**

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

**18.8. SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 12: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

**18.9. FORCE MAJEURE**

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

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

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**18.10. NOTICES**

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

**Table 18.10: Notices**

TO THE CONTRACTOR	TO STATE
INFORMA BUSINESS MEDIA, INC.	STATE OF NEW HAMPSHIRE
D/B/A PRICE DIGESTS	DEPARTMENT OF SAFETY
9800 METCALF AVENUE	DIVISION OF MOTOR VEHICLES
OVERLAND PARK, KS 66212	23 HAZEN DRIVE
TEL: (913) 341-1300	CONCORD, NH 03305
E.MAIL: DAN.SMITH@INFORMA.COM	TEL: (603) 227-4050

**18.11. DATA PROTECTION**

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

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

**18.12. DATA LOCATION**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The

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Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**18.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION**

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**18.14. BREACH RESPONSIBILITIES**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within twenty four (24) hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall:
  - i. cooperate with the State as reasonably requested by the State to investigate and resolve the data breach,
  - ii. promptly implement necessary remedial measures, if necessary, and
  - iii. document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

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- i. The investigation and resolution of the data breach;
- ii. Notifications to individuals, regulators or others required by State law;
- iii. A credit monitoring service required by State (or federal) law;
- iv. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute<sup>17</sup> at the time of the data breach; and
- v. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(i.) through (v.)] subject to this Contract's limitation of liability.

**18.15. NOTIFICATION OF LEGAL REQUESTS**

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

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

INTENTIONALLY OMITTED.

**18.17. CONTRACT AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense. The State and or third party shall be required to enter into a confidentiality agreement reasonably acceptable to the Contractor prior to any such audit.

**18.18. DATA CENTER AUDIT**

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

**18.19. ADVANCE NOTICE**

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

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**18.20. SECURITY**

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

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

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

**18.22. IMPORT AND EXPORT OF DATA**

INTENTIONALLY OMITTED.

**18.23. RESPONSIBILITIES AND UPTIME GUARANTEE**

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services. The technical and professional activities required for establishing, managing and maintaining the software is the responsibility of the Contractor. The Contractor shall provide the State with the SLA as described in Exhibit J: Software Agreement, -Exhibit B.

**18.24. RIGHT TO REMOVE INDIVIDUALS**

INTENTIONALLY OMITTED.

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**PART 3-INFORMATION TECHNOLOGY PROVISIONS**

**EXHIBIT A**

**1. CONTRACT DELIVERABLES**

The State of New Hampshire, Department of Safety, Division of Motor Vehicles (DMV) (the "State") requires professional vehicle identification and valuation services for the purpose of computing State and local permit fees due for the registration of various motorized and non-motorized vehicles.

The State seeks a solution that will provide all necessary motorized and non-motorized vehicle information and valuations to complete motor vehicle transactions as prescribed by State RSAs and Administrative Rules.

The general scope of the project is to provide a motorized and non-motorized vehicle information service that shall be user-friendly, provide automatic monthly updates, and allow for processing a wide variety of motorized and non-motorized vehicles, include necessary technical information and valuation information. The Software must be kept current by the vendor and updated data subsequently submitted to the DMV.

**1.1. GENERAL PROJECT ASSUMPTIONS**

- 1.1.1. The contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the state's information technology resources, information, and services. Security requirements are defined in part 3 - Exhibit H: Requirements. The contractor shall provide the state resources, information, and services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of state networks, systems and data.
- 1.1.2. The deliverables are set forth in the schedule described below in Section 2. By unconditionally accepting a deliverable, the state reserves the right to reject any and all deliverables in the event the state detects any deficiency in the deliverable, in whole or in part, through completion of all acceptance testing, including but not limited to, software/system acceptance testing, and any extensions thereof.
- 1.1.3. Pricing for deliverables set forth in part 3 - exhibit b: price and payment schedule. Pricing will be effective for the term of this contract, and any extensions thereof.
- 1.1.4. Except as specifically outlined by the terms and conditions of this contract, this agreement will supercede the former agreement. This contract will act as a

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continuation of the obligations of the parties there under, and shall remain in full force and effect in accordance with the terms and conditions of that contract.

- 1.1.5. In addition to the established software and data reporting deliverables, there are two optional services deliverables that are outlined in exhibit a section 3: *optional services* that the state may request from the contractor. As such, these services may require additional provisions that are outlined within the contract. These provisions may include but are not limited to the services outlined in part 2 section 8: *services*, and further defined within the exhibits of part 3 and should not exceed the price outlined in exhibit b table 2.1: *payment schedule*.

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

**2.1. FLAT FILE (.CSV)**

Contractor “off the shelf” vehicle database solution with standard database files in 2017 comma separated value (.csv) formats.

- If the State wishes to continue receiving vehicle data files in the currently implemented “legacy” PC ASCII flat-text, fixed width text (.txt) formats as consumed by the State on our existing license expiring on 12/31/18, Contractor is willing to support these older formats until the State can transition to new .csv formats.

**2.2. REPORT FORMAT**

- Any report (electric or print) derived from Contractor flat files or API platform access in any format suitable for State internal use including agents of the State or any other State internal purpose is considered allowable internal data use.
- Does not include custom reports
- Data conversion including output report formats will be the sole responsibility of the State.

**2.3. ONLINE SOFTWARE**

Contractor provides online software access to customer application (released in May of 2018) located at the following URL: <https://app.pricedigests.com/>

- All existing legacy software users can use the same email / password login credentials for the new software application.
- Access to the following vehicle classifications and associated product codes.

Table 2.3: Online Software

Product Code	Vehicle Classifications
AROX	Passenger Vehicles
TBOX	Commercial Trucks
WCVX	Powersport
ABOSX	Boats & Trailers

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RVOX	Recreational Vehicles
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- Online user-based access for up to 100 individual DMV/DOS users for the term of the licensing agreement.
- The State to provide user names and email address for each individual user requiring access to the online user-based application.
- Group training on the new Contractor Customer application via conference call/virtual meeting available on request.

**2.4. UPDATE SCHEDULE**

As new vehicles enter the market, Contractor enters the vehicles into core database and will be received by the State on the next monthly update. Each monthly set of flat files will be a complete replace of the previous month's files including any new vehicle additions and/or error correction for each vehicle type based on the following update schedule:

**Table 2.4: Update Schedule**

Classifications	Vehicle/Asset Types	Update Frequency
Passenger Vehicles	utomobiles, complete light trucks (class I-III) SUV's, wagons, minivans and low speed vehicles	Monthly
Commercial Trucks	incomplete light trucks (class I-III) medium and heavy duty (class IV-VIII) glider kits	Monthly
Powersport	motorcycles, scooters, ATV's, UTV's, golf cars, snowmobiles and powersport utility trailers	Monthly
Boats & Trailers	inboard powered boats, stern drive powered boats, outboard powered boats, sailboats, pontoon boats, houseboats, personal watercraft, outboard motors and boat trailers	Monthly
Recreational Vehicles	motor homes, travel trailers, camping trailers, tent campers, mobile homes and truck campers	Monthly

**2.5. VEHICLE CLASSIFICATIONS AND ASSOCIATED MARKET VALUATIONS**

Contractor can provide the following vehicle classifications and associated market valuations in our standard.csv file formats, online software and API's as specified in the following table:

**Table 2.5: Vehicle Classifications and Associated Market Valuations**

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Classifications	Market Valuations
Passenger Vehicles	MSRP, Retail, Wholesale, Finance
Commercial Trucks	MSRP, Retail, Wholesale, Finance
Powersport	MSRP, Retail, Low Trade-in, High Trade-in
Boats & Trailers	MSRP, Retail, Low Trade-in, High Trade-in
Recreational Vehicles	MSRP, Retail, Wholesale, Finance

**2.6. VEHICLE SCOPE OF COVERAGE**

Contractor can provide the following vehicle scope of coverage as specified in the following table:

**Table 2.6: Vehicle Scope of Coverage**

Classifications	Vehicle/Asset Types	Scope of Coverage
Passenger Vehicles	automobiles, complete light trucks (class I-III) SUV's, wagons, minivans and low speed vehicles.	1981 to current model year
Commercial Trucks	incomplete light trucks (class I-III) medium and heavy duty (class IV-VIII) glider kits	1981 to current model year
Powersport	motorcycles, scooters, ATV's, UTV's, golf cars, snowmobiles and powersport utility trailers	1975 to current model year
Boats	inboard powered boats, stern drive powered boats, outboard powered boats, sailboats, pontoon boats, houseboats, personal watercraft, outboard motors and boat trailers	1978 to current model year
Recreational Vehicles	motor homes, travel trailers, camping trailers, tent campers, mobile homes and truck campers	1978 to current model year

**2.7. VEHICLE SPECIFICATIONS**

Contractor can provide numerous vehicle specifications along with the required State specifications as demonstrated in the following table:

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Table 2.7: Vehicle Specifications

Vehicle Data	Passenger Vehicles	Commercial Trucks	Powersport	Boats	RV's
Make	✓	✓	✓	✓	✓
Model	✓	✓	✓	✓	✓
Type	✓	✓	✓	✓	✓
Year	✓	✓	✓	✓	✓
Description	✓	✓	✓	✓	✓
VIN Descriptor Field	✓	✓	✓ <i>motorcycles only</i>		
Vehicle weight (Gross/Net) & Dimensions	✓	✓	✓	✓	✓
Engine	✓	✓	✓	✓	✓ <i>motorhomes</i>
Axles	✓	✓	✓	✓ <i>trailers</i>	
Valuation: retail/finance/MSRP/wholesale/retail/trade-in/used	✓	✓	✓	✓	✓
Drivetrain	✓	✓	N/A	N/A	N/A
Transmission	✓	✓	✓ #-Trans speeds	N/A	N/A
Wheel	✓	✓	N/A	N/A	N/A
Standard/Optional Equipment and packages	✓	✓	✓	✓	✓
Mileage/mpg	✓	✓	N/A	N/A	N/A

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2.8. VIN DECODING

Contractor shall provide vehicle records given a valid 17-digit VIN through the verification endpoint and/or Year/Make/Model (YMM) through taxonomy endpoint, as according to applicability as specified in the following table:

Table 2.8: VIN Decoding

Classifications	VIN /HIN Decodable	Taxonomy Lookup	Notes
Passenger Vehicles	YES	YES	1981 to current model year
Commercial Trucks	YES	YES	1981 to current model year
Powersport	YES <sup>2</sup>	YES	<sup>2</sup> 1981 to current model year on-road motorcycles and scooters only. Off-road motorcycles, ATV's Utility Vehicles and Golf Cars are available in a taxonomy year/make/model lookup call.
Boats	NO <sup>3</sup>	YES	<sup>3</sup> There is no current industry standard to decode boats by Hull Identification Number (HIN). Only available in a taxonomy year/make/model lookup only.
Recreational Vehicles	NO <sup>4</sup>	YES	<sup>4</sup> There is no current industry standard to decode recreational vehicles by VIN. The VIN is tied to the original manufacturer chassis and will return the original OEM year/make/model of the incomplete vehicle, not the actual RV that was built off the original incomplete chassis leading to misidentification of the vehicle. Recommended taxonomy year /make /model lookup for proper recreational vehicle identification.

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**3. OPTIONAL SERVICES**

The State has shown intent to request additional optional services outlined in Section 3: Optional Services. The State may request these service via a mutually executed change order as described in Part 2 Section 10: Change Orders. The Contractor will send a prorated annual invoice based on the start date when the data will be consumed. Price Digests will not charge for optional data unless the State shows written intent to license the data. Upon request of the State, the Contractor shall provide within ten (10) business days of a mutually executed change order a detailed and mutually agreed upon Work, Implementation, Testing, Plans and services that include estimated delivery dates and milestone of the change request.

**3.1. RESTFUL API SOLUTION WITH RETURNS STRUCTURED ON JSON**

RESTful API Endpoints to provide the State with source for vehicle identification, specification and vehicle valuation without having to manage the manual monthly loading processes of flat files.

- Can be used in conjunction with Flat Files or a standalone solution to replace existing flat file data infrastructure. Contractor will provide the State with access to API vehicle classifications and endpoints that are already in a customer-facing production environment.
- API Vehicle Classifications:
  - Passenger Vehicles
  - Commercial Trucks
  - Powersport
  - Boats and Boat Trailers
  - Recreational Vehicles
- API Endpoints:
  - Verification (VIN Validation) - VIN decoding and verification
  - Taxonomy (Year/Make/Model Lookups) for non-vin decodable assets
  - Specifications - Foundational specs data, enabling other endpoints
  - Errors - Error codes built into the API platform for both developer and user feedback
  - Values – Vehicle valuations for all vehicle types
  - Errors - Error codes built into the API platform for both developer and user feedback
  - Bulk Download - Access all manufacturers and models by classification for local server storage if desired

**3.2. MILES PER GALLON (MPG) DATA**

Contractor shall provide at the states option MPG data from 1981 to current model year passenger vehicles and will include the optional costs associated with this data element to our cost proposal outlined in Section 3.1, page 12.

**Table 3.2: MPG Data Elements**

Fuel Type	MPG / Range of Charge Specification Fields
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Gas	MPG City, Highway and Combined
Diesel	MPG City, Highway and Combined
Flex Fuel	MPG City, Highway and Combined
Electric	Range (of Charge) City, Highway, Combined
Hybrid	MPG City, Highway, Combined and Range City, Highway, Combined

- Vehicle MPG / Range of charge data can be included in the following Contractor data delivery options:
  - Flat Files (.csv) – Optional data specification field
  - API Platform – Optional data specification field
  - Online Software – Standard data specification (included)

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- [1] Flat-File Databases are for unlimited internal use subject to the terms and conditions of a non-exclusive licensing agreement.
- [2] Access for up to 100 users to the Price Digests Online Application <https://app.pricedigests.com/> for the term of the licensing agreement. On-line for DMV personnel internal use. New Hampshire DOS to provide user email addresses for each DMV employee requiring access to the online application.
- [3] Optional RESTful API access fees are in addition to annual flat file licensing fees. Unlimited internal use.
- [4] Includes miles per gallon (MPG) and range per electric charge specification fields provided for vehicle model years 1981 to current model year. Passenger Vehicles asset classification only

**1.2. FUTURE VENDOR RATES**

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The Contractor may provide consulting and technical assistance as may be reasonably necessary or desirable in the judgment of the State to install the licensed Data. The rate charged to the State by the Contractor for any such assistance shall be U.S. \$150 per hour, payable in U.S. Dollars for the entire term of the contract and any extension thereof.

**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

Year 1 fees are to be paid to licensor by licensee within thirty (30) days after the commencement of this agreement. Subsequent licensing fees covered in this agreement will be billed one month prior to the anniversary date of execution. Fees will be paid in U.S. Dollars.

**3. INVOICING**

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

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date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

- 3.1. All invoices shall be sent to:
- State of New Hampshire  
DEPARTMENT OF SAFETY  
Division of Motor Vehicles – Audit  
23 Hazen Dr. Concord, NH 03305

- 3.2. The contractor reserves the right to suspend data delivery to the state in the event of any payment not made within 30 days of invoice date and resume delivery within 10 days of receipt of payment.

**4. REMIT TO ADDRESS**

- 4.1. All payments shall be sent to the following address:

Price Digests  
24653 Network Place  
Chicago, IL 60673-1246

- 4.2. Payments shall be made via ach. Use the following link to enroll with the state treasury for ach payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**5. OVERPAYMENTS TO THE CONTRACTOR**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

INTENTIONALLY OMITTED.

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EXHIBIT C

In the event of any conflict between the P-37 general provisions and the provisions of the informa business media, inc. D/b/a price digest's non-exclusive license agreement, the P-37 general provisions shall control, provided however, that it will be deemed that there is no conflict where one of two otherwise conflicting provisions expressly references and overrides such other provisions (e.g., by stating, "not withstanding anything to the contrary in section..."), with the provision expressly making such reference controlling.

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12/7/18 

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EXHIBIT D- ADMINISTRATIVE SERVICES

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**EXHIBIT D**

**1. TRAVEL EXPENSES**

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

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

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

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

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

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

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3)

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year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

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

**6. ACCOUNTING REQUIREMENTS**

The Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting System and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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**EXHIBIT E**

Not Applicable to this Contract

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EXHIBIT F - TESTING SERVICES

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**EXHIBIT F**

Not Applicable to this Contract

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES

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**EXHIBIT G**

**1. SERVICES MAINTENANCE**

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

**1.1. CONTRACTOR'S RESPONSIBILITY**

The contractor shall maintain the software in accordance with the contract.

**1.1.1. MONTHLY FILE TRANSFER (MONTHLY BASIS)**

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

**1.1.2. STANDARD AGREEMENT**

The State will adopt the Contractor's standard maintenance Agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

**2. SUPPORT OBLIGATIONS AND TERM**

- 2.1. The contractor shall repair or replace software, and provide maintenance of the software in accordance with the specifications and terms and requirements of the contract, including but not limited to s1.1 through s1.20 of the support and maintenance requirements in Part 3 - Exhibit H: Requirements, Attachment I.
- 2.2. The contractor must work with the department to identify and troubleshoot potentially large-scale software failures or deficiencies by collecting the following information:
  - a. Mean time between reported Deficiencies with the Software;
  - b. Diagnosis of the root cause of the problem; and
  - c. Identification of repeat calls or repeat Software problems.
- 2.3. If the contractor fails to correct a deficiency within the allotted period of time stated above, the contractor shall be deemed to have committed an event of default, and the state shall have the right, at its option, to pursue the remedies in part 1, p-37 general provisions - section 8: *event of default/remedies*.

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EXHIBIT H - REQUIREMENTS SERVICES

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EXHIBIT H

Attachment 1: Project Requirements is hereby incorporated within.

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EXHIBIT I  
WORK PLAN

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**EXHIBIT I**

Not Applicable to this Contract.

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EXHIBIT J

INFORMA BUSINESS MEDIA, INC.  
NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the Effective Date, by and between PRICE DIGESTS, a division of INFORMA BUSINESS MEDIA, INC., a Delaware corporation, with offices at 605 Third Avenue of, New York, New York 10158, hereinafter referred to as "Licensor", and State of New Hampshire, Department of Safety, Division of Motor Vehicles, with offices at 23 Hazen Drive, Concord, NH 03305, hereinafter referred to as "Licensee" (together with Licensor, the "Parties," and each a "Party").

WHEREAS, Licensor is the publisher and distributor of vehicle identification and valuation products and services; and

WHEREAS, Licensee is in the business of registering motor vehicles of various types, calculating registration fees and local motor vehicle taxes (hereinafter referred to as the "Business"); and

WHEREAS, Licensee desires to license the Licensor Data (as defined below) from Licensor on an internal-use basis for purposes of supporting Licensee's Business, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties have agreed as follows:

1. Subject to all of the terms and conditions herein, including Licensee's payment and confidentiality obligations, Licensor hereby grants to Licensee and to those of its affiliates which are specifically listed in Part 3, Exhibit O, Attachment 2 ("Licensed Affiliates"), a non-exclusive, nontransferable, nonassignable, nonsublicenseable license during the initial term set forth in Exhibit A ("Initial Term"), to use, copy internally for archival and/or backup purposes, and display internally the Licensor Data described in Exhibit A which is delivered or made available by Licensor to Licensee during the Term ("Licensor Data"), in each case (a) solely for the internal business purposes of Licensee and/or the Licensed Affiliates in connection with the Business, (b) solely in the territory set forth in Exhibit A ("Territory"), and (c) subject to any additional restrictions set forth in Exhibit A. Licensor will deliver and/or make available the Licensor Data (and any updates thereto or new editions thereof ("Updates"), each of which, when delivered and/or made available to Licensee by Licensor shall be deemed to be part of the Licensor Data) at the times, and in the manner and format, specifically provided in Exhibit A. Licensee will be fully responsible for the activities of each Licensed Affiliate and will be liable under this Agreement for any acts or omissions of such Licensed Affiliates which, if taken or made by Licensee, would breach any provision of this Agreement.
2. Without the express prior written consent of Licensor in its sole discretion, Licensee may not, directly or indirectly, do or permit any of the following: (a) any distribution of any Licensor Data to any third party other than Licensed Affiliates; (b) any downloading, display or hyper-linking to or on any website, URL, meta-tag or any other means of reaching one or more persons by the World Wide Web,

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or by telecommunications system which transmits information to the public, in each case other than any purely internal intranet site available only to users expressly authorized by this Agreement to access the Licensor Data; (c) any modifications, amendments, alterations, revisions, enhancements, or other changes to the Licensor Data (or any portion thereof); or (d) any alteration or removal of any proprietary notices, logos, or similar legends included in or appearing on the Licensor Data or other materials provided by Licensor to Licensee. Notwithstanding anything to the contrary in Section 9.2 of the General Provisions, Licensee acknowledges that all copyrights, trademarks, patents, trade secrets, Confidential Information (as defined below), rights of attribution, integrity, and other moral rights, and all other intellectual property or proprietary rights of any kind under applicable law (all of the foregoing, "Intellectual Property Rights") in and to the Licensor Data are the exclusive property of Licensor, and Licensee acquires no right (except the limited license explicitly granted in Section 1), title, or interest therein pursuant to this Agreement. Licensee will comply with all applicable laws, rules, and regulations ("Laws"), including all export control Laws, in connection with its use of the Licensor Data.

3. (a) If Exhibit A provides for delivery of Updates to Licensee, Licensee shall upon receipt of any Update promptly return or destroy the immediately preceding edition of the Licensor Data (and all copies thereof) to Licensor, provided, however, that Licensee may retain one copy of any such Licensor Data for 180 days solely for necessary archival purposes (unless this Agreement expires or is terminated prior to the end of such 180-day period, in which case Licensee's right to retain such Licensor Data for archival purposes shall immediately terminate).

(b) Upon expiration or earlier termination of this Agreement, Licensee shall (i) return to Licensor or destroy (and, within 10 business days of such expiration or earlier termination, certify such destruction of all Licensor Data in writing to Licensor) any and all Licensor Data in its possession and (ii) pay to Licensor all accrued but unpaid Fees (as defined in Section 6 below) and other amounts due Licensor at the time of such expiration or earlier termination. During the Term of this Agreement and for two years thereafter, Licensor may, during normal business hours at Licensee's offices and subject to all confidentiality restrictions herein, conduct audits and/or inspections for purposes of assessing Licensee's compliance with the terms and conditions of this Agreement, including without limitation this Section 3.

4. It is understood that the Licensor Data to be furnished by Licensor will be a duplicate of the master employed by Licensor and shall be accepted by Licensee in an "as-is" condition without corrections or additions, except that if the Licensor Data media is defective, Licensor will use commercially reasonable efforts to replace it within 10 days after receipt of written notice thereof by Licensee, and same shall be Licensee's sole and exclusive remedy for any such defect. Licensor is not required to effect any revisions that may be required to fit the Licensor Data content, format or other specifications for any particular programming requirements by Licensee, and Licensor shall not be held liable for any error in the Licensor Data or error occurring in the course of the use of the Licensor Data by Licensee. ~~WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING LICENSEE'S COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION), INFORMATIONAL CONTENT (INCLUDING RELIABILITY,~~

  
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~~TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS), NON-INFRINGEMENT (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(a) BELOW), OR PERFORMANCE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OF THE FOREGOING TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.~~

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5. Either Party may terminate this Agreement immediately in the event that the other Party has materially breached this Agreement and failed to cure same within 30 days following receipt of written notice of such breach from the non-breaching Party. In addition, either Party may immediately terminate the Agreement in the event of the other party's bankruptcy, insolvency, liquidation, dissolution, receivership, or assignment for the benefit of creditors. The following provisions shall survive the expiration or earlier termination of this Agreement: 2, 3(b), 4, 7-11, and this sentence.
6. Licensee will pay to Licensor all fees set forth in Part 3, Exhibit B – *Price and Payment Schedule* ("Fees") in accordance with any payment terms set forth therein. In the event that Licensee withholds payment or terminates this Agreement pursuant to Section 4 of the General Provisions, Licensor will have no further obligation to provide Licensor Data or services of any sort and will have no obligation to refund any prepaid Fees.
7. Licensee (a) will not disclose to any third party the Licensor Data (or any portion thereof) or any other confidential, proprietary, and/or nonpublic information disclosed by Licensor to Licensee (all of the foregoing, "Confidential Information"), (b) will use the Confidential Information only to the extent necessary to perform its obligations and enjoy the rights expressly granted to it pursuant to this Agreement, and (c) will use at least the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care. This Section 7 applies notwithstanding anything to the contrary in Section 9 of the General Provisions, except to the extent otherwise required by law.
8. (a) Licensor will defend any third-party action instituted against Licensee to the extent that it is based upon a claim that the Licensor Data directly infringes upon a United States patent, copyright or other proprietary right, and Licensor will pay all damages attributed to such claim that are finally awarded against Licensee pursuant to a non-appealable order issued by a court of competent jurisdiction; provided that: (i) Licensor shall have sole authority to defend or settle such claim; (ii) Licensee promptly notifies Licensor of such action in writing and, as requested by Licensor, gives Licensor all information and assistance (at Licensor's expense) necessary or appropriate to defend or settle such claim; and (iii) such claim does not arise out of the use of Licensor Data in a manner constituting a breach of this Agreement or otherwise not intended hereby or with an unauthorized modification. If such a claim has occurred, or in Licensor's opinion is likely to occur, Licensor also may, in its sole discretion and at its own expense, either (A) obtain for Licensee the right to continue using the Licensor Data at issue in the manner contemplated by this Agreement, or (B) replace or modify the same so that it becomes non-infringing, or (C) if neither of the foregoing alternatives is reasonably practicable, as determined by Licensor in its sole discretion, Licensor may terminate the license granted herein with respect to the affected Licensor Data, whereupon Licensee shall discontinue use thereof and receive a pro-rated refund, if and as applicable, of any prepaid Fees therefor with respect to the period, if any, that the affected Licensor Data is not available or usable. This Section 8(a) sets forth the sole and exclusive remedy

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of Licensee against Licensor, its affiliates and all of their respective officers, directors, equity holders, employees, independent contractors, agents and representatives for any actual or alleged patent, copyright or other proprietary rights infringement.

9. EXCEPT FOR OBLIGATIONS PURSUANT TO SECTION 8, BREACH OF SECTION 7, OR LICENSEE'S INFRINGEMENT OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR MORE THAN AN AMOUNT EQUAL TO THE FEES PAID (INCLUDING ANY AMOUNTS PROPERLY INVOICED BUT NOT YET PAID) UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD (OR, IF SHORTER, THE DURATION OF THE TERM) PRIOR TO THE MAKING OF SUCH CLAIM; AND (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSS OR EXPENSES OF ANY KIND, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES
  
10. Licensor may use (i) Licensee's name in each case to identify Licensee as a customer of Licensor for Licensor's marketing and promotional purposes, including without limitation in any list of clients or customers on Licensor's website(s), at any exhibition, trade show, or other event held by Licensor, in renewal forms to existing customers or clients, and in presentations and marketing materials to potential or existing customers or business partners.
  
11. This Agreement shall be binding upon and inure to the benefit of the successors, receivers and assigns of Licensor. This Agreement can be modified only by a written agreement signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflicts of law provisions. The State and Federal Courts located in New Hampshire shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings. This Agreement, together with the General Provisions and exhibits to which it is attached, is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all proposals or agreements, oral or written, and all other communications between the parties related to the subject matter of this Agreement. As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words. This Agreement does not create any actual or apparent agency, partnership, joint venture, or relationship of employer and employee between the parties for any purpose, including taxes or employee benefits. Neither party shall be responsible for any failure or delay in performing its obligations (other than payment obligations) under this Agreement if such failure or delay arises from any cause or causes beyond its reasonable control.



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INFORMA BUSINESS MEDIA, INC.  
EXHIBIT A

Data: The following endpoints within the following classifications:

<u>Data Classifications ("Offline Data")</u>	<u>Update Frequency</u>	<u>Format (each as defined below)</u>
Passenger Vehicles (includes light trucks)	Monthly	Flat File, API, Web
Commercial Trucks	Monthly	Flat File, API, Web
Powersport	Monthly	Flat File, API, Web
Boats and Boat Trailers	Monthly	Flat File, API, Web
Recreational Vehicles	Monthly	Flat File, API, Web

<u>Data Endpoints</u>	<u>Format (each as defined below)</u>
Verification	Flat File, API, Web
Taxonomy	Flat File, API, Web
Specifications	Flat File, API, Web
Values	Flat File, API, Web
Bulk Endpoints	API

Formats and Methods of Access/Delivery:

All Flat File, Web and API Data will reflect those data fields made generally available to Licensor's other customers as part of the applicable Data products and services.

The applicable services will be provided in accordance with the Service Level Agreement attached as Exhibit B.

Initial Term: Five (5) years, commencing on January 1, 2019 (the "Start Date"). With the mutual approval of Licensee's Governor and Executive Council and Licensor, the Initial term may be extended for two (2) additional term of two (2) years, "Extended Term" under the terms and conditions contained in the agreement.

Territory: State of New Hampshire

Licensed Affiliate(s) (if any): Please See Part 3, Exhibit O, Attachment 2

Additional Restrictions:

- "Web" Data access for up to 100 individual users for the term of the licensing agreement. Licensee to provide user email addresses for each individual user requiring access to the web data. User IDs and passwords may not be shared or transferred without the prior written consent of Licensor (email being sufficient).
- NH Agents of the State for NH Boat registrations may not use Web Data and may use Offline Data only for purposes of boat trailer registration.

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- Licensee will not provide Flat File, API or any other raw Offline Data to any city, township, or other division or office of Licensee ("Township"). Townships may only access Data via Licensee's MAAP motor vehicle online registration and title system ("MAAP") and may only use, copy, and/or display Data as part of MAAP. Without limiting the foregoing, Data may not be used (including in any manner otherwise permitted by Section 1) by any Township or any Licensed Affiliate, in each case in connection with the use of any third party vendor software, data, or other product for vehicle titles and registrations, including without limitation those made available by Avitar Associates of New England, Inc, Interware Development Company, Inc., Business Systems Management, Inc, and Harris Computer Corporation.

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INFORMA BUSINESS MEDIA, INC.  
EXHIBIT B  
SERVICE LEVEL AGREEMENT ("SLA")

This SLA applies to the API ("Services") made available by Licensor to Licensee pursuant to the Non-Exclusive License Agreement (the "Agreement") to which this SLA is attached. The Services will be available and secured with SSL 128-bit encryption 24/7/365. This SLA applies only to the Services and their production site and does not include any other supporting sites. This SLA provides 99% uptime during Normal Business Hours (as defined below) measured over the course of each year of the Term, subject to all of the terms and conditions of this SLA and the Agreement. Excused Downtime (as defined below) shall constitute uptime for purposes of this SLA. Licensee must report any downtime (except Excused Downtime) within 72 hours of the occurrence of such downtime, which must be verified by an employee of Licensor; any downtime not so reported within such time and so verified shall be deemed uptime for purposes of this SLA.

**Support:**

Between the hours of 8:00 am and 5:00 pm Eastern Time, Monday through Friday, legal holidays excepted ("Normal Business Hours"), technically competent Licensor personnel shall be readily and regularly available by telephone to receive reports of problems, failures or errors of the Services, and to provide problem solutions and corrections, "work-arounds" or "fixes" to readily correctable problems, failures or errors, i.e., items which can be resolved within 24 hours.

**Excused Downtime:**

The events that affect service availability ("Excused Downtime") are as follows:

Release Process – Licensor engineers may make "emergency releases" to fix problems with the site and/or application. Most of these fixes will not affect customers. When such a release causes a planned outage or otherwise affects customers, they shall be notified beforehand.

Maintenance – Hardware upgrades and system maintenance activities are not performed during the normal business hours unless 24 hours prior notice is provided and should not affect the availability of the site and/or application.

Planned Outages – Licensor has brief outages, approximately once every four weeks for one minute or less, to load new data into our servers. Also, occasionally, the site and/or application may be unavailable during non-business hours for brief periods to perform routine maintenance. If the system, the Services or application problem is localized to the customer or outside of the control or influence of Licensor and its hosting provider, Licensor will not be held accountable under this SLA. Licensor will resolve outage questions within a reasonable amount of time during telephone support operation hours.

Disaster Recovery – Licensor servers are located in a secure facility. In the case of a disaster, Licensor can deploy backup servers to restore the site and/or application after an outage period commensurate with the scope of the disaster.

**Standard Product Level:**

System Capacity – The Licensor sites, applications and Data are operated at well under rated capacity.

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Response Time – 90% of searches on the Data return results within two to 10 seconds; however, certain searches with broadly specified inputs may take longer.

Monitoring -- No specific performance monitoring tools are used by Licensor. Instead, Licensor engineers continually inspect the site and/or application for performance issues. Licensor will keep a record of usage statistics and submit them, upon written request, to the Licensee on an annual basis. Usage Reports will include the number of calls coming from each company intranet tracked by IP.

**Remedy:**

If Licensor breaches the uptime provisions of this SLA, Licensee shall be entitled to a pro rata credit for any downtime in excess of the 2% of annual downtime permissible pursuant to this SLA, measured as follows: pro rata credit = (1 minus (actual uptime for the applicable year of the Term divided by (98% of the total of all Normal Business Hours for such year))) times the license fee payable for such year.

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EXHIBIT K  
WARRANTY & WARRANTY SERVICE

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**EXHIBIT K**

Not Applicable to this Contract

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EXHIBIT L - TRAINING SERVICES

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**EXHIBIT L**

Not Applicable to this Contract

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EXHIBIT M - AGENCY RFB WITH ADDENDUMS, BY REFERENCE

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**EXHIBIT M**

Proposal to RFB: DMV 2019-02 Profession Vehicle Valuation Services dated is hereby incorporated by reference as fully set forth herein.

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EXHIBIT N - VENDOR PROPOSAL, BY REFERENCE

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**EXHIBIT N**

Price Digest Execution of Bid for Professional Vehicle Valuation Services RFB: DMV 2019-02 dated June 29, 2018 is hereby incorporated by reference as fully set forth herein.

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EXHIBIT O - CERTIFICATES AND ATTACHMENTS

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**EXHIBIT O**

Attached are:

- A. Exhibit H Requirements – Attachment 1
- B. Informa Business Media Inc., Subsidiary and Affiliate Listing – Attachment 2
- C. Contractor's Certificate of Good Standing
- D. Contractor's Certificate of Vote/Authority
- E. Contractor's Certificate of Insurance

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ATTACHMENT 1

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ATTACHMENT 1

Reference PriceDigestsResponse\_DMV RFB 2019-02 Vehicle Valuation  
Requirements\_Price\_Digests\_11\_16\_18.xls

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ATTACHMENT 2

**ATTACHMENT 2- SUBSIDIARY AND AFFILIATE LISTING**

INFORMA BUSINESS MEDIA, INC  
Subsidiary and Affiliate Listing

**Licensee DMV Office Locations**

Berlin	143 East Milan Road, Berlin, NH 03570
Claremont	17 Water Street, Mill #1, Claremont, NH 03743
Concord	23 Hazen Drive, Concord, NH 03305
Colebrook	17 Bridge Street (Town Hall), Colebrook, NH 03576
Dover	50 Boston Harbor Road, Dover, NH 03820
Epping	315 Calef Highway, Epping, NH 03042
Keene	15 Ash Brook Court, Keene, NH 03431
Manchester	377 South Willow Street, Manchester, NH 03103
Milford	4 Meadow Brook Drive, Milford, NH 03055
Nashua	110 Broad Street, Nashua, NH 03064
North Haverhill	3765 Dartmouth College Highway, North Haverhill, NH 03774
Salem	154 Main Street, Salem NH 03079
Tamworth	1864 White Mountain Highway, Tamworth, NH 03886
Twin Mountain	549 Route 302 West, Twin Mountain, NH 03590

**Licensee Cities and Townships Using Offline Data Only**

All New Hampshire Cities and Townships

**Licensee Agents of the State for Boat Trailer Registrations**

Asquam Marina	Bobs Beacen Marina	Brown's Auto & Marine	Channel Marine LLC
DaSilva Motorsports LLC	Dockside Marina	Dover Marine	EM Heath Hardware
Gator Inc	Gillun Marine	Goodhue Hawkins Navy	Granite State Dock and Marine
Great Bay Marine	Hoselton Independent Marina	Irwin Marine	Irwin Marine of Alton
Irwin Marine/Mtn View Yacht Club	Lakeport Landing Marina	Lanes End	Maccallum's BoatHouse
Melvin Village Marina	Meredith Marina	Newfound Sales & Trading Post	Ossipoc Lake Marina
Parker Marine	Paugus Bay Marina LLC	Pelletier's Sport Shop	Riveredge Marine
Rochester Sports Center	Rockingham Boat Repair	Shep Brown's Boat Basin	Silver Sands Marina
Squam Boat Livery	Stowaway Marine	Thurston's Marina	Trexler's Marina
Ward's Boat Shop	Winnisquam Marine	YLandng Marine Services	Young's General Store LLC
Alexandria Town Clerk	Amherst Town Clerk	Andover Town Clerk	Antrim Town Clerk
Atkinson Town Clerk	Auburn Town Clerk	Barnstead Town Clerk	Bedford Town Clerk
Bennington Town Clerk	Bow Town Clerk	Bradford Town Clerk	Brentwood Town Clerk
Bristol Town Clerk	Canaan Town Clerk	Charlestown Town Clerk	Chichester Town Clerk

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ATTACHMENT 2

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Colebrook Town Clerk	Conway Town Clerk	Danbury Town Clerk	Deering Town Clerk
Dublin Town Clerk	Dummer Town Clerk	Durham Town Clerk	East Kingston Town Clerk
Enfield Town Clerk	Epsom Town Clerk	Fitzwilliam Town Clerk	Franklin Town Clerk
Fremont Town Clerk	Gilford Town Clerk	Gilmanton Town Clerk	Gilsum Town Clerk
Goffstown Town Clerk	Granatham Town Clerk	Greenland Town Clerk	Hampstead Town Clerk
Hampton Town Clerk	Harrisville Town Clerk	Haverhill Town Clerk	Hebron Town Clerk
Henniker Town Clerk	Hill Town Town Clerk	Hinsdale Town Clerk	Hippkinton Town Clerk
Hollis Town Clerk	Kingston Town Clerk	Laconia Town Clerk	Lancaster Town Clerk
Litchfield Town Clerk	Lyme Town Clerk	Mason Town Clerk	Meredith Town Clerk
Merrimack Town Clerk	Middleton Town Clerk	Milan Town Clerk	Milton Town Clerk
Mont Vernon Town Clerk	Moultonboro Town Clerk	Nashua DMV	Nelson Town Clerk
New Boston Town Clerk	New Castle Town Clerk	New Durham Town Clerk	New Hampton Town Clerk
New Ipswich Town Clerk	New London Town Clerk	Newbury Town Clerk	Newfields Town Clerk
Newmarket Town Clerk	Newton Town Clerk	North Hampton Town Clerk	Northfield Town Clerk
Northumberland Town Clerk	Northwood Town Clerk	Orford Town Clerk	Ossipee Town Clerk
Pelham Town Clerk	Peterborough Town Clerk	Plainfield Town Clerk	Plaistown Town Clerk
Plymouth Town Clerk	Portsmouth Town Clerk	Richmond Town Clerk	Rindge Town Clerk
Rollinsford Town Clerk	Rye Town Clerk	Sandown Town Clerk	Sandwich Town Clerk
Stark Town Clerk	Stoddard Town Clerk	Strafford Town Clerk	Stratham Town Clerk
Sunapee Town Clerk	Sutton Town Clerk	Thorton Town Clerk	Unity Town Clerk
Wakefield Town Clerk	Warner Town Clerk	Warren Town Clerk	Washington Town Clerk
Weare Town Clerk	Webster Town Clerk	Whitefield Town Clerk	Wilmington Town Clerk
Winchester Town Clerk	Windham Town Clerk	Windsor Town Clerk	Wolfboro Town Clerk
Woodstock Town Clerk			
Berlin DMV	Claremont DMV	Concord DMV	Dover DMV
Epping DMV	Keene DMV	Manchester DMV	Milford DMV
Salem DMV	Tamworth DMV	Twin Mountain DMV	Marine Patrol

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 INFORMA BUSINESS MEDIA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 10, 2018. 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: 802848

Certificate Number: 0004183558



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of September A.D. 2018.

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

William M. Gardner  
Secretary of State

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
INFORMA BUSINESS MEDIA, INC.  
IN LIEU OF A SPECIAL MEETING**

The undersigned being all the directors of Informa Business Media, Inc. (the "Corporation"), a Delaware Corporation, pursuant to Section 141 of the Delaware General Corporation Law, do hereby consent to the taking of the following actions in lieu of a meeting of the Board of Directors (the "Board") and do hereby adopt the following resolutions by written action with the same force and effect as if such resolutions have been adopted at a meeting, and hereby waive all notices of a meeting and the holding of any meeting to act upon such resolutions and direct that this unanimous written consent be inserted in the minute book of the Corporation.

**RESOLVED**, that Dan Smith, in his capacity as Managing Director of Price Digests, a division of the Corporation, be and he is hereby authorized, in the name of, and on behalf of the Corporation, to sign, seal, acknowledge, and bind the Corporation in connection with Contract 2019-008 between State of New Hampshire, acting through New Hampshire Department of Safety, Division of Motor Vehicles, and the Corporation.

**IN WITNESS WHEREOF**, the undersigned have executed this written consent as of the 7<sup>th</sup> day of December, 2018.



\_\_\_\_\_  
Thomas C. Etter



\_\_\_\_\_  
Patrick Martell



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/12/2018

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): OLD PENTON CERTS      FAX (A/C, No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Informa Business Media, Inc. 101 Paramount Drive Suite 100 Sarasota FL 34232 USA	<b>INSURER A:</b> Twin City Fire Insurance Company      29459	
	<b>INSURER B:</b> XL Insurance America Inc      24554	
	<b>INSURER C:</b> Hartford Fire Insurance Co.      19682	
	<b>INSURER D:</b> AIG Europe Limited      AA1120841	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

Holder Identifier :

COVERAGES      CERTIFICATE NUMBER: 57007355509      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.      Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 OTHER:			US00081988LI18A	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - CON/POP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN AA4502	01/01/2018	01/01/2019	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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00081989LI18A	01/01/2018	01/01/2019	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WBEG4863	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary			0034020598 SIR applies per policy terms & conditions	01/01/2018	01/01/2019	Professional \$2,000,000

Certificate No : 57007355509

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Attn: Arthur Carlow Department of Safety, Division of Motor Vehicles 23 Hazen Drive Concord NH 03305 USA	<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>Aon Risk Services Northeast, Inc.</i>
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