



State of New Hampshire

ROBERT L. QUINN
COMMISSIONER

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

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FEB 11 2026

January 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety (DOS), Office of Highway Safety (OHS), to enter into a contract with LexisNexis Coplogic Solutions, Inc. (VC#278159), Alpharetta, GA in the amount of \$330,000 for providing traffic related data collection, analysis and reporting information for the NH Traffic Records Strategic Plan and the NH Annual Grant Application. Effective upon Governor and Council approval through September 30, 2030. **100% Federal Funds.**

Funds are available in the SFY 2026 operating budget and are contingent upon the availability and continued appropriations in SFY 2027 through SFY 2031 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

Funding is available in account, NHTSA Grants, as follows:

02-23-23-231010-75420000-102-500731 Contracts for Program Services:

<u>SFY 2026</u>	<u>SFY 2027</u>	<u>SFY 2028</u>	<u>SFY 2029</u>	<u>SFY 2030</u>	<u>SFY 2031</u>	<u>Total</u>
\$0	\$39,750	\$33,375	\$31,500	\$31,500	\$7,875	\$144,000

02-23-23-231010-75410000 -102-500731 Contracts for Program Services:

<u>SFY 2026</u>	<u>SFY 2027</u>	<u>SFY 2028</u>	<u>SFY 2029</u>	<u>SFY 2030</u>	<u>SFY 2031</u>	<u>Total</u>
\$42,000	\$39,750	\$33,375	\$31,500	\$31,500	\$7,875	\$186,000

EXPLANATION

This contract provides traffic-related data collection and analysis services required by the National Highway Traffic Safety Administration (NHTSA) to support the State of New Hampshire's Traffic Records Strategic Plan and Annual Grant Application (AGA), formally known as the NH Highway Safety Plan. These plans are developed annually and submitted to NHTSA for approval and funding, which typically amounts to approximately \$3.4 million each year. These funds are used to support New Hampshire's data collection, analysis, and traffic records data systems.

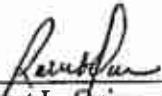
Under this contract, the LexisNexis will assist with project development and reporting, coordinate and conduct Traffic Records Coordinating Committee meetings, develop traffic records performance measures, compile data and statistics, and gather information from the State's traffic records systems, including e-

Crash, e-Citation, the NH State Police Records Management System, the Division of Motor Vehicles VISION System, and the Bureau of Emergency Medical Services' New Hampshire Emergency Services Reporting system. This information will be used to develop the annual Traffic Records Strategic Plan submitted to NHTSA for approval. Additionally, the vendor will provide guidance on current and revised NHTSA requirements for Module Minimum Uniform Crash Criteria (MMUCC 5 & 6) reporting, traffic records-related projects, and the State's traffic records systems to ensure compliance. The vendor will also conduct a traffic records assessment to verify that data systems and reports collect accurate, complete, and timely highway safety data. This assessment will help identify safety concerns and support the deployment of effective countermeasures, such as enforcement, education, outreach, and messaging, to improve roadway safety throughout New Hampshire.

To procure these services, a Request for Proposal (RFP# DOS 2025-09) was posted on the State's procurement website from April 28, 2025, through May 19, 2025, with LexisNexis Coplogic Solution Inc. submitting the only proposal.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

Traffic Records Management & Support Services Scoring Summary- RFP DOS 2025-09

Company	Company Address	Soundness & Innovativeness (30 Pts Max)	Implementation (20 Pts Max)	Samples of Creative Work (30Pts Max)	Total Cost	Cost Points (20 Pts Max)	TOTAL 100 Pts Max
LexisNexis Coplogic Solutions	1000 Alderman Drive, Alpharetta, GA 30005	30	18	18	\$330,000.00	20	86

Definitions of Scoring Criteria:

Soundness & Innovativeness of Approach: Coplogic also brings unique understanding of how state and law enforcement agencies make use of traffic records data and analytical insights. Through their statewide programs for crash systems, Coplogic has worked with state Departments of Safety, Departments of Transportations and Offices of Highway Safety to ensure their needs are supported by our solutions.

Implementation: Coplogic is the incumbent provider of these services to NHOHS and remains fully capable of continuing the required support. Coplogic also has experience working with other state Traffic Records Coordinating Committees.

Samples of Creative Work: Demonstrates ability to drive change/successful results from previous campaigns through original, creative, diverse, and impactful content. Created the New Hampshire Traffic Records Strategic Plan for FFY2025 and for the previous five years.

Scoring Committee:

Experience:

Jeffrey Landi	26 years of law enforcement experience to include being a Deputy Sheriff for the Ulster County Sheriff’s Department (3 years), a Police Officer for the Kingston Police Department (4 years) and a New York State Trooper (19 years). Currently a Field Representative/Law Enforcement Liaison with the NH Office of Highway Safety for the past 10 years.
Paul Ruggiero	22 years of law enforcement experience with the Newbury & Lawrence Massachusetts Police Departments, former United Nations International Police Officer-Supervisor, former traffic management communications specialist with the Department of Transportation, and currently with the NH Office of Highway Safety working as a field representative/law enforcement liaison/special projects officer for the past 10 years.
Valerie Gagnon	20+ years in executive IT Management. Most recently, 2 years with the State of NH writing and scoring RFPs for vendor adherence to IT standards and security requirements.

FORM NUMBER P-37 (version 2/23/2023)

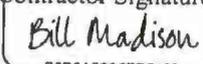
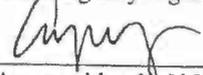
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT OF SAFETY OFFICE OF HIGHWAY SAFETY		1.2 State Agency Address 33 HAZEN DRIVE, ROOM 208 CONCORD, NH 03305	
1.3 Contractor Name LEXISNEXIS COPLOGIC SOLUTIONS INC.		1.4 Contractor Address 1000 ALDERMAN DRIVE, ALPHARETTA, GA 30005	
1.5 Contractor Phone Number 860-577-0880	1.6 Account Unit and Class 02-23-23-231010-75420000-102-500731 02-23-23-231010-75410000-102-500731	1.7 Completion Date September 30, 2030	1.8 Price Limitation \$330,000.00
1.9 Contracting Officer for State Agency JOHN CLEGG		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature  Date: 12/30/2025		1.12 Name and Title of Contractor Signatory WILLIAM S. MADISON, EXECUTIVE VICE PRESIDENT	
1.13 State Agency Signature  Date: 1/13/26		1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/15/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

The following provisions are added and made part of the P-37 General Provisions:

ASSIGNMENT/DELEGATION/SUBCONTRACTS (ITEM 12.1, 12.2)

- 12.1** Except for assignments by operational of law, Contractor shall not assign, or otherwise transfer any interest in the Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment and a written consent of the State.
- 12.2** For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor. Unless otherwise exempted by law, the Contractor shall indemnify, and hold harmless the State, its officers and employees from and against all actions, any and all third-party claims, liabilities costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees caused by, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph

INDEMNIFICATION (ITEM 13)

- 13.** 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.

27. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- 27.1** State of New Hampshire, Department of Safety Contract Agreement 2025-09, including all Exhibits;
- 27.2** State of New Hampshire, Department of Safety RFP-DOS-2025-09 Traffic Records Management & Support (Attachment 1);
- 27.3** Contractor Proposal Response to Department of Safety RFP-DOS-2025-09 Traffic Records Management & Support, dated May 19, 2025, including the amended Price Proposal (Attachment 2).

28. EXHIBITS/ATTACHMENTS

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

29. LIMITATION OF LIABILITY

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

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety

Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant

Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

§ 2 CFR 200.317 Procurements by states.

§ 2 CFR 200.318 General procurement standards.

§ 2 CFR 200.319 Competition.

§ 2 CFR 200.320 Methods of procurement to be followed.

§ 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 2 CFR 200.322 Domestic preferences for procurements.

§ 2 CFR 200.323 Procurement of recovered materials.

§ 2 CFR 200.340 Termination.

§ 2 CFR 200.414 Indirect (F&A) costs. 2 CFR 200.1 – Definitions (Modified Total Direct Cost - MTDC).

§ 2 CFR 200.439 Equipment and other capital expenditures. 23 CFR 1300.31(d) – Equipment, Major purchases and dispositions.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.^{DS}

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: DocuSigned by:
Bill Madison
B0D0A238C7D2433... Date: 12/30/2025

Signors Printed Name: Bill Madison

EXHIBIT B

Scope of Services

Employment of Contractor; Services to be Performed

This contract is effective upon Governor and Council approval through September 30, 2030. The total cost of this contract shall not exceed \$330,000.00.

The general responsibilities of traffic records management & support services to be performed by the contractor are as follows:

1. Support the administration and activities of the Traffic Records Coordinating Committee (TRCC) and its subcommittees. This involves providing expert opinion on traffic records related subjects and ensuring that the TRCC activities are focused on the vision and mission to develop, maintain, and track accomplishments related to the State's plan for Traffic Records Improvement;
2. Assist the TRCC and sub-grantees in project development and reporting; support the TRCC in development and performance measures and use of standardized quantitative measures to establish a baseline and/or benchmarks for proposed projects; compile data and statistics from section 405(c)/402 funded projects; coordinate input from involved agencies in order to prepare the Traffic Records Strategic Plan application;
3. Arrange and provide support/assistance for four (4) TRCC meetings each year; prepare and distribute meeting minutes to TRCC/TREC members; document action plan and distribute; participate in subcommittee meetings providing support/assistance;
4. Develop the annual 405(c) application for each Federal Fiscal Year that will include required information including: a) update to the Traffic Records Strategic Plan, and b) the Annual Progress Report to be developed in cooperation with the NH OHS and the TRCC;
5. Provide the completed Traffic Records Strategic Plan (405(c) application) to the NH OHS three weeks prior to the August 1st submission deadline date; and
6. Conduct a NHTSA Traffic Records Assessment; and
7. Address recommendations from the NHTSA Traffic Records Assessment and conduct Five Year Traffic Records Strategic Planning workshops to develop strategic goals, strategies, and expected outcomes for New Hampshire's traffic records data systems.

These additional responsibilities further highlight the comprehensive role of Traffic Records Management & Support Services contractor and the importance of providing support and guidance for traffic safety data programs, data information systems, and the traffic safety data collected by these systems is timely, accurate, and complete. Ultimately, this important highway safety data will be used to identify highway safety trends that the State can assess to understand where to deploy highway safety resources (enforcement, education, outreach, messaging, etc.) to save lives on New Hampshire roads.

The contractor will be responsible for the payment of any subcontractors.

****All Sub-contracts entered into under this Scope of Work must contain the federal language as written below:**

LexisNexis must include this language below in all bids/proposals seeking new vendors:

1. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. "

LexisNexis must have the following language below in their sub-contracts:

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Win every contract or agreement subject to the Acts and the Regulations.
3. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
4. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
5. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

200.216 - Prohibition on certain telecommunication and video surveillance services or equipment. (see 2 CFR 200.216)

200.340 - Termination - (see 2 CFR 200.340)

(eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 155 Broadway, RTV-8E Cambridge, MA 02142	
FAIN Number:	
IIJA & SUP IIJA – 402 - FAIN Number (Subaward):	
69A3752330000405cNH0, 69A3752330SUP405cNH0, 69A3752430000405CNHO, 69A3752430SUP405CNHO, 69A3752530000405CNHO, 69A3752530SUP405CNHO, 69A3752630000405CNHO, 69A3752630SUP405CNHO, 69A3752730000405CNHO, 69A3752730SUP405CNHO, 69A3752830000405CNHO, 69A3752830SUP405CNHO, 69A3752930000405CNHO, 69A3752930SUP405CNHO, 69A3753030000405CNHO, 69A3753030SUP405CNH, 69A37524300004020NH0, 693752430SUP4020NH0, 69A37525300004020NH0, 693752530SUP4020NH0, 69A37526300004020NH0, 693752630SUP4020NH0, 69A37527300004020NH0, 693752730SUP4020NH0, 69A37528300004020NH0, 693752830SUP4020NH0, 69A37529300004020NH0, 693752930SUP4020NH0, 69A37530300004020NH0, 693753030SUP4020NH0	
Project Title & Number: – LexisNexis Traffic Records Management & Support Services #26-273	
Funding Source; PSP & Task #: 26-03-03	
UEI #: UJJ2MWZC6SJ9	Expiration: 3/10/26
Award Title: IIJA & SUP IIJA NHTSA Section 402/405c Traffic Records	
ALN - Assistance Listing Number: 20.601/20.600	
Is This a Research and Development Project (Yes or No): No	
Indirect Costs (Yes or No): No	
Total Cost Sharing (Match): \$82,500.00 over the 5 year term of this contract. - Match to be covered by the NH State Police and/or other sources. (\$15,750.00 for Federal Fiscal Year 2026 ending September 30, 2026, \$19,500.00 for Federal Fiscal Year 2027 ending September 30, 2027, \$15,750.00 for Federal Fiscal Year 2028 ending September 30, 2028, \$15,750.00 for Federal Fiscal Year 2029 ending September 30, 2029, \$15,750.00 for Federal Fiscal Year 2030 ending September 30, 2030.)	

EXHIBIT C

Terms of Payment

Payment- upon completion of contracted traffic records management & services and scope of work therein will be made within (30) days upon the State’s timely receipt, acceptance and approval of each itemized invoice as follows:

Payment – For an amount up to **\$330,000.00**

Invoice(s) shall be submitted to:

New Hampshire Department of Safety
 33 Hazen Drive
 ATTN: Accounts Payable
 Concord, NH 03305
AccountsPayable@DOS.NH.GOV
Julia.M.Wayland@dos.nh.gov

Funding is available in the SFY 2026 operating budget and contingent upon availability and continued appropriations in SFY 2027, SFY 2028, SFY 2029, SFY 2030, and SFY 2031 with the authority to adjust between fiscal years through the Budget Office, if needed and justified. Should federal funding for this project be reduced or terminated, no other funding for this contract shall be made available.

The appropriate account numbers for the P-37 form, section 1.6 is as follows:

02-23-23-231010-75420000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102-500731 Contracts for Program Services, and 02-23-23-231010-75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants 102-500731 Contracts for Program Services.

The State agrees to compensate the Contractor a maximum of \$63,000.00 for Federal Fiscal Year 2026 ending September 30, 2026, a maximum of \$78,000.00 for Federal Fiscal Year 2027 ending September 30, 2027, a maximum of \$63,000.00 for Federal Fiscal Year 2028 ending September 30, 2028, a maximum of \$63,000.00 for Federal Fiscal Year 2029 ending September 30, 2029, and a maximum of \$63,000.00 for Federal Fiscal Year 2030 ending September 30, 2030 to carry out services conducted.

Category	Employee	Work Allocation	FFY2026 – October 1, 2025 – September 30, 2026			FFY2027 – October 1, 2026 – September 30, 2027		
			Estimated Hours	Rate per Hour	Totals	Estimated Hours	Rate per Hour	Totals
	Daniel Schuessler *	35%	175	\$176.00	\$30,800.00	175	\$176.00	\$30,800.00
	Patricia Topalis *	65%	322	\$100.00	\$32,200.00	322	\$100.00	\$32,200.00
	Sub-Totals		497		\$63,000.00	497		\$63,000.00
	Conduct Traffic Records Strategic Planning Workshops							15,000.00
	Other Direct Costs (Includes current expenses, mileage, lodging, meals, miscellaneous expenses, etc.)				\$0.00			\$0.00
	Totals				\$63,000.00			\$78,000.00

*Or successor

Activity/Schedule

Activities	Schedule
Federal Fiscal Year 2026 (October 1, 2025 – September 30, 2026)	
Contract Start	Upon G&C approval
Traffic Records Coordinating Committee Meeting #1 (Date to be determined)	Winter 2025
Traffic Records Coordinating Committee Meeting #2 (Date to be determined)	Spring 2026
Traffic Records Coordinating Committee Meeting #3 (Date to be determined)	Summer 2026
Traffic Records Coordinating Committee Meeting #4 (Date to be determined)	Fall 2026
Draft Section 405c Application	July 01, 2026
Final Section 405c Application	August 01, 2026
Federal Fiscal Year 2027 (October 1, 2026 – September 30, 2027)	
Traffic Records Coordinating Committee Meeting #1 (Date to be determined)	Winter 2026
Traffic Records Coordinating Committee Meeting #2 (Date to be determined)	Spring 2027
Traffic Records Coordinating Committee Meeting #3 (Date to be determined)	Summer 2027
Traffic Records Coordinating Committee Meeting #4 (Date to be determined)	Fall 2027
Draft Section 405c Application	July 01, 2027
Final Section 405c Application	August 01, 2027

Category	Employee	Work Allocation	FFY 2028 – October 1, 2027 – September 30, 2028			FFY 2029 – October 1, 2028 – September 30, 2029		
			Estimated Hours	Rate per Hour	Totals	Estimated Hours	Rate per Hour	Totals
	Daniel Schuessler *	35%	175	\$176.00	\$30,800.00	175	\$176.00	\$30,800.00
	Patricia Topalis *	65%	322	\$100.00	\$32,200.00	322	\$100.00	\$32,200.00
	Sub-Totals		497		\$63,000.00	497		\$63,000.00
Other Direct Costs (Includes current expenses, mileage, lodging, meals, miscellaneous expenses, etc.)					\$0.00			\$0.00
Totals					\$63,000.00			\$63,000.00

*Or Successor

Federal Fiscal Year 2028 (October 1, 2027 – September 30, 2028) Traffic Records Coordinating Committee Meeting #1 (Date to be determined) Traffic Records Coordinating Committee Meeting #2 (Date to be determined) Traffic Records Coordinating Committee Meeting #3 (Date to be determined) Traffic Records Coordinating Committee Meeting #4 (Date to be determined) Draft Section 405c Application Final Section 405c Application	Winter 2027 Spring 2028 Summer 2028 Fall 2028 July 01, 2028 August 01, 2028
Federal Fiscal Year 2029 (October 1, 2028 – September 30, 2029) Traffic Records Coordinating Committee Meeting #1 (Date to be determined) Traffic Records Coordinating Committee Meeting #2 (Date to be determined) Traffic Records Coordinating Committee Meeting #3 (Date to be determined) Traffic Records Coordinating Committee Meeting #4 (Date to be determined) Draft Section 405c Application Final Section 405c Application	Winter 2028 Spring 2029 Summer 2029 Fall 2029 July 01, 2029 August 01, 2029

Activities/Schedule

*Or Successor

Category Employee	Work Allocation	FFY2030 – October 1, 2029 – September 30, 2030		
		Estimated Hours	Rate per Hour	Totals
Daniel Schuessler *	35%	175	\$176.00	\$30,800.00
Patricia Topalis *	65%	322	\$100.00	\$32,200.00
Sub-Totals		497		\$63,000.00
Other Direct Costs (Includes current expenses, mileage, lodging, meals, miscellaneous expenses, etc.)				\$0.00
Totals				\$63,000.00

Activities/Schedule

Federal Fiscal Year 2030 (October 1, 2029 – September 30, 2030) Traffic Records Coordinating Committee Meeting #1 (Date to be determined) Traffic Records Coordinating Committee Meeting #2 (Date to be determined) Traffic Records Coordinating Committee Meeting #3 (Date to be determined) Traffic Records Coordinating Committee Meeting #4 (Date to be determined) Draft Section 405c Application Final Section 405c Application	Winter 2029 Spring 2030 Summer 2030 Fall 2030 July 01, 2030 August 01, 2030
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Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 155 Broadway, RTV-8E Cambridge, MA 02142	
FAIN Number:	
IIJA & SUP IIJA – 402 - FAIN Number (Subaward):	
69A3752330000405cNH0, 69A3752330SUP405cNH0, 69A3752430000405CNHO, 69A3752430SUP405CNHO, 69A3752530000405CNHO, 69A3752530SUP405CNHO, 69A3752630000405CNHO, 69A3752630SUP405CNHO, 69A3752730000405CNHO, 69A3752730SUP405CNHO, 69A3752830000405CNHO, 69A3752830SUP405CNHO, 69A3752930000405CNHO, 69A3752930SUP405CNHO, 69A3753030000405CNHO, 69A3753030SUP405CNH, 69A37524300004020NH0, 693752430SUP4020NH0, 69A37525300004020NH0, 693752530SUP4020NH0, 69A37526300004020NH0, 693752630SUP4020NH0, 69A37527300004020NH0, 693752730SUP4020NH0, 69A37528300004020NH0, 693752830SUP4020NH0, 69A37529300004020NH0, 693752930SUP4020NH0, 69A37530300004020NH0, 693753030SUP4020NH0	
Project Title & Number: – LexisNexis Traffic Records Management & Support Services #26-273	
Funding Source; PSP & Task #: 26-03-03	
UEI #: UJJ2MWZC6SJ9	Expiration: 3/10/26
Award Title: IIJA & SUP IIJA NHTSA Section 402/405c Traffic Records	
ALN - Assistance Listing Number: 20.600/20.601	
Is This a Research and Development Project (Yes or No): No	
Indirect Costs (Yes or No): No	
Total Cost Sharing (Match): \$82,500.00 over the 5 year term of this contract. - Match to be covered by the NH State Police and/or other sources. (\$15,750.00 for Federal Fiscal Year 2026 ending September 30, 2026, \$19,500.00 for Federal Fiscal Year 2027 ending September 30, 2027, \$15,750.00 for Federal Fiscal Year 2028 ending September 30, 2028, \$15,750.00 for Federal Fiscal Year 2029 ending September 30, 2029, \$15,750.00 for Federal Fiscal Year 2030 ending September 30, 2030.)	

State of New Hampshire

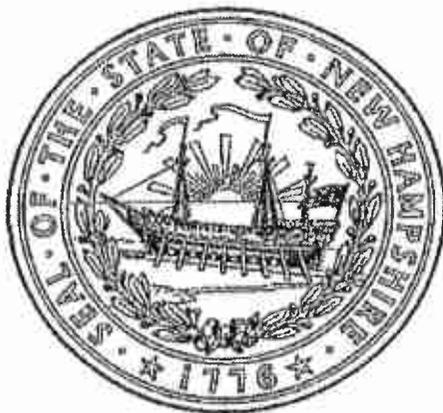
Department of State

CERTIFICATE

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

Business ID: 740583

Certificate Number: 0007369894



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of January A.D. 2026.

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

David M. Scanlan
Secretary of State

OFFICER'S CERTIFICATE

I, Renee Simonton, do hereby certify that

1. I am the duly elected and incumbent Vice President and Secretary of LexisNexis Coplogic Solutions Inc, a Delaware corporation (hereinafter the "Corporation").

2. The following resolutions were duly adopted by the Board of Directors on April 3, 2017 and said resolutions remain in full force and effect as of the date hereof:

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

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

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

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

DocuSigned by:

Renee Simonton

BF90E72570C2457...

Renee Simonton

Vice President and Secretary

January 7, 2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2026

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).

PRODUCER MARSH USA, LLC 99 HIGH STREET BOSTON, MA 02110 A(tn: Boston.certrequest@Marsh.com)	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : QBE Insurance Corporation		39217
INSURER B : Zurich American Ins. Co		16535
INSURER C : Various - See Acord 101		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-012449021-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			176000772	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREM/SES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Host Liquor Liab \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8376848 27	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			196000633	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 45,000,000 AGGREGATE \$ 45,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 8376845 27	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			B0509CYBLB2650078	01/01/2026	01/01/2027	Per Claim 10,000,000 Aggregate 10,000,000

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

CERTIFICATE HOLDER NH Department of Safety Office of Highway Safety 33 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED LexisNexis Risk Solutions Inc. 1000 Alderman Drive Alpharetta, GA 30005	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Professional Liability Continued:

Carrier Participation:

Lloyd's Syndicate No. 2623 (73.20%)

Lloyd's Syndicate No. 623 (26.80%)