

CJG



# 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

February 9, 2026

93  
MAR 04 2026

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

### REQUESTED ACTION

Authorize the Department of Safety, Division of Administration, to enter into a contract with 3M Company (VC#17728-R002), St. Paul, MN, for the manufacture and supply of New Hampshire motor vehicle license plates, in a total amount not to exceed \$1,623,400.00, effective upon Governor and Executive Council approval for the period March 5, 2026 through March 31, 2036. **80.26% Capital (Other-Cost of Collections), 19.74% Other (Cost of Collections).**

Funds are available in the following accounts for Fiscal Years 2026 and 2027 and are anticipated to be available in Fiscal Years 2028-2036, upon the continued appropriation of funds in the future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-23-23-232030-42840000, 4284 L25:1XIV3-Mdrnize Plt Prod Eqp  
034-500160-Major Equipment

FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	Total
\$1,126,600	\$16,667	\$50,000	\$50,533	\$52,133	\$7,017	-	-	-	-	-	\$1,302,950

02-23-23-233015-81070000, Reflectorized Plates Inventory  
103-502664-Contracts for OP Services

FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	Total
-	-	-	-	-	\$46,750	\$55,467	\$57,200	\$58,967	\$60,733	\$41,333	\$320,450

### EXPLANATION

The Department of Safety, Division of Administration, respectfully requests approval of a contract for the manufacture and supply of New Hampshire motor vehicle license plates as part of an approved capital project for the FY26/FY27 biennium.

This contract was competitively bid through a publicly issued Request for Proposals (RFP DOS 2026-017) in accordance with State of New Hampshire procurement requirements. Two proposals were received and evaluated based on the criteria outlined in the RFP, including compliance with statutory, technical, and security specifications.

The selected vendor was determined to be responsive and responsible and submitted the lowest-cost proposal meeting all required specifications. This contract is necessary to support the ongoing production and delivery of motor vehicle license plates required for vehicle registration, replacement, and specialty plate programs administered by the Department of Safety, Division of Motor Vehicles. The vendor will

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council

Page 2 of 2

furnish all required materials, manufacturing, and related services in accordance with state specifications and applicable statutory requirements.

The current license plate production equipment is located at the Department of Corrections, New Hampshire State Prison for Men. The collection of equipment used for this critical process dates to the early 1900's and is past its life expectancy. These relics are no longer efficiently and effectively serviceable by vendors, as these manufacturers have since updated and replaced their equipment many years ago. Replacement parts are increasingly difficult to obtain, as components must be custom manufactured on an as-needed basis, creating operational risk and the potential for production delays.

The proposed state-of-the-art license plate manufacturing system will significantly increase production capacity and operational efficiency. The system will reduce overall operating time, minimize equipment downtime, and improve plate durability through the use of modern materials and manufacturing processes. The system is capable of producing up to one hundred (100) license plates per minute, representing an annual production capacity of approximately 4.75 million pairs of license plates. This enhanced capacity will ensure the Department can meet current and future demand while maintaining reliable, uninterrupted plate production.

Approval of this item will allow the Department to continue uninterrupted license plate production in support of essential motor vehicle services and public safety operations statewide for the residents and business owners of New Hampshire.

Respectfully submitted,

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



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301  
Fax: (603) 271-1516 | TDD: (800) 753-2964  
[doit.nh.gov](http://doit.nh.gov)



Denis Goulet, *Commissioner*

February 6, 2026

Robert L. Quinn, Commissioner  
Department of Safety  
State of New Hampshire  
33 Hazen Drive  
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with 3M Company, as described below and referenced as DoIT No. 2026-017.

The purpose of this request is for the manufacture and supply of New Hampshire motor vehicle license plates.

The Total Price Limitation shall be \$1,623,400, effective upon Governor and Council approval from March 5, 2026 through March 4, 2036.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet". The signature is written in a cursive style with a horizontal line extending to the right.

Denis Goulet

DG/jd  
DoIT #2026-017

cc: Spencer Batchelder, IT Manager

## RFP Final Scoring Summary

Evaluation Factor		Received Proposals			
		Wald		3M	
Adherence to Mandatory Requirements (Pass/Fail)		Pass		Pass	
		Points	Average	Average	
Technical Proposal		Distribution	Ranking	Ranking	
<i>Proposed System and Services to be Provided:</i>					
Proposed Solution		40	32	26	
Vendor's Technical, Service and Project Management Experience		20	13	13	
Vendor Company & Staff Qualifications		10	6	7	
<b>Technical Proposal Score</b>		<b>70</b>	<b>51</b>	<b>46</b>	
<b>Proposal Cost</b> (lowest proposed cost/vendor's proposed cost ) X maximum allocated points for proposal cost		<b>30</b>	\$ 2,610,320	\$ 1,623,400	<b>Lowest Cost</b> \$1,623,400.00
		Option 1: Purchase		18.66	30.00
<b>Total Score</b>		<b>100</b>	<b>70</b>	<b>76</b>	

Scoring Committee:

- Steven Lavoie, Dept of Safety, Assistant Commissioner
- Amy Newbury, Dept of Safety, Director of Administration
- Derika Oldenburg, Dept of Safety, Deputy Director of Administration
- John Marasco, Dept of Safety, Director of the Division of Motor Vehicles
- Jennifer Bailey, Dept of Safety, Assistant Director of the Division of Motor Vehicles
- Jennifer Maguire, Dept of Safety, Bureau Chief of Asset and Resource Management
- Spencer Batchelder, Dept of Information Technology, Lead for Dept of Safety

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT



# State of New Hampshire

## DEPARTMENT OF SAFETY DIVISION OF ADMINISTRATION

DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT

DOS – 2026-017

Version 7.0 2/2025

Page 1 of 66

Contractor Initials: mvp

Date: 02/09/26

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

**CONTENTS**

FORM NUMBER P-37 (VERSION 2/23/2023) .....3  
EXHIBIT A - SPECIAL PROVISIONS .....10  
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES.. 15  
EXHIBIT C – PRICE AND PAYMENT SCHEDULE .....43  
EXHIBIT D – SOFTWARE LICENSE AGREEMENT .....52  
EXHIBIT E – ADMINISTRATIVE SERVICES .....56  
EXHIBIT F – TERMS AND DEFINITIONS .....59  
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES .....64  
    CERTIFICATION REGARDING LOBBYING .....65  
    CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS .....66

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY - DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

**FORM NUMBER P-37 (VERSION 2/23/2023)**

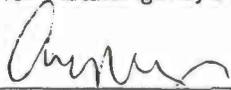
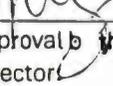
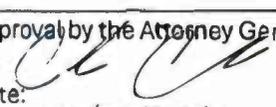
**NOTICE:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

<b>1.1. State Agency Name</b> Department of Safety Division of Administration		<b>1.2. State Agency Address</b> 33 Hazen Drive, Concord, NH 03305	
<b>1.3. Contractor Name</b> 3M Company Inc.		<b>1.4. Contractor Address</b> 3M Center, Bldg, 223-3S-33, St. Paul, MN 55144	
<b>1.5. Contractor Phone Number</b>  651-733-1110	<b>1.6. Account Unit and Class</b>  42840000-034-500160 81070000-103-502664	<b>1.7. Completion Date</b>  March 31, 2036	<b>1.8. Price Limitation</b>  \$ 1,623,400.00
<b>1.9. Contracting Officer for State</b> Derika Oldenburg		<b>1.10. State Agency Telephone Number</b> 603-223-8000	
<b>1.11. Contractor Signature</b>  <i>Maria Paraschou</i> Date: 02/09/2026		<b>1.12. Name and Title of Contractor Signatory</b> Maria Paraschou, Sr. Proposal & Contract Manager	
<b>1.13. State Agency Signature</b>   Date: 2/9/26		<b>1.14. Name and Title of State Agency Signatory</b> Amy L. Newbury, Director of Administration	
<b>1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable)</b> Director:  Date:			
<b>1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  Date: 02/10/2026			
<b>1.17. Approval by the Governor and Executive Council (if applicable)</b> G&C item number: G&C meeting date:			

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

**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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

- 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 NH 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

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 NH 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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

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 New Hampshire 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 NH RSA chapter 281-A ("Workers' Compensation").

15.2. To the extent the Contractor is subject to the requirements of NH 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 NH 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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
AGREEMENT**

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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT A – SPECIAL PROVISIONS**

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## EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

**1. Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.4** The Term may be extended up to two years(s), (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

**2. Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

**9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT A – SPECIAL PROVISIONS**

---

h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

**9.4** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

**9.5** This covenant in paragraph 9 shall survive the termination of this Contract.

**3. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

**10.5** 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.

**10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT A – SPECIAL PROVISIONS**

---

with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. 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. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If 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 Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**4. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**5. The following Provisions are added and made part of the P37:**

**27. FORCE MAJEURE**

**27.1** Neither 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.

**27.2** 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.

**28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.**

28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT A – SPECIAL PROVISIONS**

---

28.2 Contractor acknowledges and agrees that the State may require Contractor’s compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

**29. 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.

**30. 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 Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**31. PROHIBITED TECHNOLOGIES**

- a. No equipment or services on the [State of New Hampshire's Prohibited Technologies List](#); and
- b. No equipment or services on the [FCC Covered List](#).

**32. 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:

- I. State of New Hampshire, Department of Safety – Division of Administration Contract Agreement DOS/CONTRACT 2026-017 P-37 as amended by Exhibit A.
- II. State of New Hampshire, Department of Safety – Division of Administration Contract Exhibits in order of precedence:
  - a. Exhibit B.
  - b. Exhibit C.
  - c. Exhibit D).
  - d. Exhibit E.
  - e. Exhibit F.
  - f. Exhibit G.
- III. State of New Hampshire, Department of Safety – Division of Administration, RFP DOS 2026-04, Digital License Plate Production Equipment, Blanking Equipment and Graphic Design System.
- IV. Vendor Proposal Response to Department of Safety – Division of Administration, RFP DOS 2026-04, Digital License Plate Production Equipment, Blanking Equipment and Graphic Design System dated 10/23/2025

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT A – SPECIAL PROVISIONS**

---

V. Additional Contractor Provided Documents (Exhibit H).

Remainder of this page intentionally left blank.

## EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

### 1. STATEMENT OF WORK

The Contractor shall provide a complete operational License Plate Production Solution for the State of New Hampshire, Department of Safety that includes digital license plate printing equipment, a license plate blanking line, ordering/production software, a graphics design workstation, training, and ongoing support/maintenance

The Contractor shall furnish, deliver, install, and configure 3M™ Digital License Plate (DLP) Series II printer system for license plate production. The DLP Series II system shall be an industrial thermal transfer printer with five color workstations (four process colors plus one spot color) and a 3M™-designed roll handling unit, capable of processing 12-inch-wide sheeting for passenger plates and 7-inch-wide sheeting for motorcycle plates, and capable of pausing/alerting when production materials require reloading.

The Contractor shall provide and implement 3M™ Plate Builder software to manage the ordering and printing of license plates. Plate Builder shall be configured for production use to reduce lead time, automate ordering, track plates through the production process, accept electronic plate orders as well as manually entered plate orders, and produce production information and reports.

The Contractor shall furnish, deliver, install, and configure a 3M™ provided License Plate Blanking Line capable of producing passenger and motorcycle license plates. The blanking line shall include the major equipment elements of an unwinder, laminator, roll feed, and blanking press, and shall include the following components and accessories: unwind stand, license plate laminator, 3M™ electronic roll feed system, SEYI model SN1-66H Blanking Press with bolster plate, Cincinnati Fan Model 200S aluminum slug collector, 12-inch Dorner 6200 series passenger plate conveyor, 8 inch Dorner 6200 series motorcycle plate conveyor, passenger blanking die with spare cutting steels, motorcycle blanking die with spare cutting steels, and a die cars as well as other items listed in the RFP Response. The blanking line shall have the stated production capacity of up to 100 plates per minute and up to 9.5 million plates annually (4.75 million pairs).

The Contractor shall provide a graphics design workstation to support license plate design production needs and shall make available qualified technical resources, including professional graphics support as described, to support ongoing operations.

The Contractor shall coordinate equipment placement with the department of safety to support production efficiency including locating the blanking line and DLP system in proximity to minimize movement of printed roles and shall support placement of the DLP

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

system within the gas plate room as recommended. The contractor shall advise the State Plate Room Staff regarding operational considerations such as room temperature, conditioning of sheeting materials, and hearing protection needs when the blanking line is operating in the same room.

The Contractor shall provide complete training on all delivered 3M™ equipment, hardware, and software, including post-installation training sessions for designated state operators and supervisors, and shall provide ongoing training and support for personnel operating the systems.

The Contractor shall provide a comprehensive maintenance and technical support services for the 3M™ DLP Series II printer, 3M™ Plate Builder software, and the blanking line, including preventative maintenance, in accordance with the applicable 3M™ support maintenance agreements. The Contractor shall ensure any required licensing paperwork including end user license agreement for 3M™ Plate Builder is executed as needed to enable support and use during the contract period.

**2. BUSINESS / TECHNICAL REQUIREMENTS**

**2.1. Business Requirements**

B1.1	The solution shall be capable of meeting the State of New Hampshire’s production capacity of 600,000 plates annually.	M
B1.2	The solution shall be compatible with 99 existing classifications of license plates as indicated in Appendix B - Attachment 1: Bid Supplemental & Appendix B - Attachment 2: Plate Classifications	M
B1.3	The solution shall print a flat plate with debossed features as specified by the State of New Hampshire.	M
B1.4	The vendor shall allow for new plate designs and types to be printed as designated by the legislature (e.g. <a href="#">HB 260</a> ).	M
B1.5	The solution shall produce 2 standard plate types 6”x12” standard and a 4”x7” motorcycle / moped plate.	M
B1.6	The solution shall accommodate 7 positions for plate numbers.	M
B1.7	The plate design software must be capable of creating existing plate designs as well as specialty license plate designs which are legible, recognizable, and aesthetically desirable.	M

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

B1.8	The plate shall support reflective sheeting and high-durability coatings.	M
B1.9	The solution shall be able to meet a daily manufacturing capacity of 2,500 plates.	M
B1.10	The solution shall have the capability to print vanity plates just-in-time.	M
B1.11	The solution shall integrate with the NH DMV system of record VISION via API or batch file exchange to monitor stock levels, order data, plate status, and overall inventory.	M
B1.12	The solution shall transmit order status updates to VISION using a secure integration layer (API or batch file exchange).	M
B1.13	The vendor must comply with ISO 7591 or relevant standards for reflectivity, durability, and material quality.	M
B1.14	The solution shall incorporate standards from the AAMVA License Plate Standard, Edition 3 (or most current standard).	M

**2.2. Technical Requirements**

Table B-2.2 Technical Requirements

Req #	State Requirement Description	Criticality
PT1	<p><u>No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: Prohibited Technologies List</u></p> <p>and</p> <p><u>No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services.</u></p>	M
Req #	State Requirement Description	Criticality
T1.1	<p>Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline.</p> <p><u>SP 800-171 Rev. 3, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations   CSRC (nist.gov)</u></p>	M

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

T2.7	<p>Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. If not cloud hosted or StateRAMP / GOVRAMP Ready the vendor agrees to allow the State monitoring access through a security client (Tenable) for the duration of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.</p>	M
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**2.3. Service Level Agreement (SLA) – Table B-2.3 Service Level Requirements**

Contractor agrees to the following Service Level Requirements

Criticality (M = Mandatory; P = Preferred).

Requirement #	Requirement Description	Criticality
SLA-1	Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA-2	Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA-3	Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA-4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA-5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30 AM to 5:00 PM, Monday through Friday EST.	M
SLA-6	<p>Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>• Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service.</li> <li>• Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can</li> </ul>	M

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <ul style="list-style-type: none"> <li>• Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	
SLA-7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> <li>• Class A Deficiency – Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support onsite or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>• Class B &amp; C Deficiency – The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</li> </ul>	M
SLA-8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA-9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA-10	If Contractor is unable to meet the uptime requirement, Contractor shall credit State’s account in an amount based upon the following formula: $(\text{Total Contract Item Price}/365) \times \text{Number of Days Contract Item Not Provided}$ . The State must request this credit in writing.	M
SLA-11	Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA-12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA-13	Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change	M

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

	requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	
SLA-14	Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA-15	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.	M
SLA-16	For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained: <ol style="list-style-type: none"> <li>1. Nature of the Deficiency.</li> <li>2. Status of the Deficiency.</li> <li>3. Action plans, dates, and times.</li> <li>4. Expected and actual completion time.</li> <li>5. Deficiency resolution information.</li> <li>6. Resolved by.</li> <li>7. Identifying number i.e., work order number.</li> <li>8. Issue identified by.</li> </ol>	P
SLA-17	Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: <ol style="list-style-type: none"> <li>1. Mean time between reported Deficiencies with the Software.</li> <li>2. Diagnosis of the root cause of the problem.</li> <li>3. Identification of repeat calls or repeat Software problems.</li> </ol>	P

**2.4. Compliance Requirements**

Agency Compliance Documents are identified in Exhibit G: Attachment 2

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION**  
**2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**  
**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

Work will commence on March 5, 2026, pending approval of Governor and Council.

Project Milestone	Task Name	Start	Finish
	<b>3M Proposed Solution for NH</b>	<b>3/5/2026</b>	<b>10/30/2026</b>
<b>1. Initiating and Kick-off</b>	<b>Initiation</b>	<b>3/5/2026</b>	<b>3/31/2026</b>
1. Initiating and Kick-off	Develop Project Plan/ Schedule	3/5/2026	3/31/2026
1. Initiating and Kick-off	Develop Communications Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Stakeholders	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft Implementation / Transition Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft Training Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft DR (Disaster Recovery) Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft Facility IT Hardware, Software and Services Configuration Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	System Security Plan Draft	3/5/2026	3/31/2026
1. Initiating and Kick-off	Pre-Procurement Planning	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Material Requirements	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Plate Matching and Registration Printing Equipment	3/5/2026	3/31/2026
1. Initiating and Kick-off	Determine Workstations	3/5/2026	3/31/2026
1. Initiating and Kick-off	Determine Barcode Scanners	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Additional Plant Infrastructure Requirements	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Required Resources	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify IT Requirements	3/5/2026	3/31/2026
1. Initiating and Kick-off	Network Topology Diagram (Draft)	3/5/2026	3/31/2026
1. Initiating and Kick-off	Server/Network Specifications (Draft)	3/5/2026	3/31/2026
1. Initiating and Kick-off	Define Milestones and Deliverables	3/5/2026	3/31/2026
1. Initiating and Kick-off	Kick-off Meeting	4/8/2026	4/8/2026
<b>2. Planning</b>	<b>Planning</b>	<b>4/8/2026</b>	<b>4/30/2026</b>
2. Planning	Infrastructure /Architecture Planning	4/8/2026	4/30/2026
2. Planning	Network Topology Diagram (Final)	4/8/2026	4/30/2026
2. Planning	Server and Network Specifications	4/8/2026	4/30/2026
2. Planning	System Security Plan	4/8/2026	4/30/2026
2. Planning	Disaster Recovery Plan (IT and Physical)	4/8/2026	4/30/2026
<b>3. Requirements and Analysis</b>	<b>Software Requirements and Design</b>	<b>4/15/2026</b>	<b>4/30/2026</b>
3. Requirements and Analysis	Define Order file and Response file	4/15/2026	4/30/2026
3. Requirements and Analysis	Determine customer reports needed	4/15/2026	4/30/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>4. Procurement</b>	<b>Order IT Equipment and Supplies</b>	<b>4/17/2026</b>	<b>6/19/2026</b>
4. Procurement	Order raw materials and supplies	4/17/2026	6/19/2026
4. Procurement	Veeam and MS Office	4/17/2026	6/19/2026
4. Procurement	Order IT Equipment	4/17/2026	6/19/2026
4. Procurement	Order Workstation PCs	4/17/2026	6/19/2026
4. Procurement	Barcode scanners	4/17/2026	6/19/2026
4. Procurement	Order servers	4/17/2026	6/19/2026
4. Procurement	Order workstations (desks)	4/17/2026	6/19/2026
<b>4. Procurement</b>	<b>Order DLP II Printer and Blanking Line Equipment</b>	<b>4/17/2026</b>	<b>9/7/2026</b>
4. Procurement	DLP II Thermal Transfer Printer	4/17/2026	9/7/2026
4. Procurement	Unwind Stand to uncoil the aluminum	4/17/2026	9/7/2026
4. Procurement	A robust and proven license plate laminator specifically made for 3M blanking lines by Crest Dutch Machinery	4/17/2026	9/7/2026
4. Procurement	3M Electronic Roll Feed System that feeds the press	4/17/2026	9/7/2026
4. Procurement	SEYI Model SN1 -66H Blanking press with bolster plate	4/17/2026	9/7/2026
4. Procurement	Cincinnati Fan Model 200S Aluminum Slug Collector	4/17/2026	9/7/2026
4. Procurement	12" Dorner 6200 Series Passenger License Plate Conveyor	4/17/2026	9/7/2026
4. Procurement	8" Dorner 6200 Series Motorcycle License Plate Conveyor	4/17/2026	9/7/2026
4. Procurement	Passenger blanking die with spare cutting steels	4/17/2026	9/7/2026
4. Procurement	Die Cart	4/17/2026	9/7/2026
<b>5. Setup and Configure</b>	<b>Infrastructure Setup</b>	<b>6/20/2026</b>	<b>7/29/2026</b>
5. Setup and Configure	Setup Hardware (Servers)	6/20/2026	7/29/2026
5. Setup and Configure	Setup Database and Conversions	6/20/2026	7/29/2026
5. Setup and Configure	Install IT - Network and Equipment	6/20/2026	7/29/2026
5. Setup and Configure	Inventory and Store Raw Materials	6/20/2026	7/29/2026
5. Setup and Configure	Install Workstations (desks)	6/20/2026	7/29/2026
5. Setup and Configure	Install PCs	6/20/2026	7/29/2026
5. Setup and Configure	Install Printers (reports and labels)	6/20/2026	7/29/2026
<b>6. Development</b>	<b>Application Development</b>	<b>7/13/2026</b>	<b>8/28/2026</b>
6. Development	Application development – as needed	7/13/2026	8/28/2026
6. Development	Receive data for order file	7/13/2026	8/28/2026
6. Development	Plate type design creation	7/13/2026	8/28/2026
6. Development	Reports / Status	7/13/2026	8/28/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

6. Development	Regression Testing	7/13/2026	8/28/2026
6. Development	DAST Security Scanning	7/13/2026	8/28/2026
<b>7. Deployment and Transition</b>	<b>Deployment of DLP II Printer and Blanking Line Equipment</b>	<b>9/14/2026</b>	<b>9/30/2026</b>
7. Deployment and Transition	DLP II Thermal Transfer Printer	9/14/2026	9/30/2026
7. Deployment and Transition	Unwind Stand to uncoil the aluminum	9/14/2026	9/30/2026
7. Deployment and Transition	A robust and proven license plate laminator specifically made for 3M blanking lines by Crest Dutch Machinery	9/14/2026	9/30/2026
7. Deployment and Transition	3M Electronic Roll Feed System that feeds the press	9/14/2026	9/30/2026
7. Deployment and Transition	SEYI Model SN1 -66H Blanking press with bolster plate	9/14/2026	9/30/2026
7. Deployment and Transition	Cincinnati Fan Model 200S Aluminum Slug Collector	9/14/2026	9/30/2026
7. Deployment and Transition	12" Dorner 6200 Series Passenger License Plate Conveyor	9/14/2026	9/30/2026
7. Deployment and Transition	8" Dorner 6200 Series Motorcycle License Plate Conveyor	9/14/2026	9/30/2026
7. Deployment and Transition	Passenger blanking die with spare cutting steels	9/14/2026	9/30/2026
7. Deployment and Transition	Die Cart	9/14/2026	9/30/2026
<b>8. Deployment, Training and Transition</b>	<b>Deployment, Training and Transition of IT Equipment and Supplies</b>	<b>10/5/2026</b>	<b>10/16/2026</b>
8. Deployment, Training and Transition	Determine Final Deployment Strategy and Schedule	10/5/2026	10/16/2026
8. Deployment, Training and Transition	Secure Deployment Resources	10/5/2026	10/16/2026
8. Deployment, Training and Transition	Deploy IT equipment and supplies	10/5/2026	10/16/2026
8. Deployment, Training and Transition	On-site Training	10/5/2026	10/16/2026
<b>9. Go-live</b>	<b>Go-live</b>	<b>10/19/2026</b>	<b>10/23/2026</b>
9. Go-live	Determine Go-live Strategy and Schedule	10/19/2026	10/23/2026
9. Go-live	Launch	10/19/2026	10/23/2026
<b>10. M&amp;C</b>	<b>Monitoring and Controlling</b>	<b>4/8/2026</b>	<b>10/23/2026</b>
10. M&C	Weekly Meetings	4/8/2026	10/23/2026
10. M&C	Status, Milestone Reports and Meetings	4/8/2026	10/23/2026
10. M&C	Risk Analysis	4/8/2026	10/23/2026
10. M&C	Reports	4/8/2026	10/23/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>11. Project Closing</b>	<b>Project Close</b>	<b>10/26/2026</b>	<b>10/30/2026</b>
11. Project Closing	Post Implementation Review	10/26/2026	10/30/2026
11. Project Closing	Document Lessons Learned	10/26/2026	10/30/2026
11. Project Closing	Distribute and Review with Team Members	10/26/2026	10/30/2026
11. Project Closing	Review Maintenance Plan	10/26/2026	10/30/2026
11. Project Closing	Monitor Performance and Assess Satisfaction	10/26/2026	10/30/2026
11. Project Closing	Certificate of Acceptance Approval and Signature	10/26/2026	10/30/2026
11. Project Closing	Post Implementation Review Complete	10/26/2026	10/30/2026

**Milestones and Deliverables**

<b>Project Milestone</b>	<b>Task Name</b>	<b>Start</b>	<b>Finish</b>	<b>Primary Deliverables</b>
<b>1. Initiating and Kick-off</b>		<b>3/5/2026</b>	<b>3/31/2026</b>	
				Project Plan/Schedule
				Milestones and Deliverables
				Communication Plan
				Identify IT Requirements
				Kick-off Meeting Agenda and Presentation
<b>2. Planning</b>	<b>Planning</b>	<b>4/8/2026</b>	<b>4/30/2026</b>	
				Infrastructure/Architecture Planning
				Network Topology Diagram
				Server and Network Specifications
				System Security Plan
				Disaster Recovery Plan
<b>3. Requirements and Analysis</b>	<b>Software Requirements and Design</b>	<b>4/15/2026</b>	<b>4/30/2026</b>	
				Order file and Response file
				Customer reports
<b>4. Procurement</b>	<b>Procurement</b>	<b>4/17/2026</b>	<b>9/7/2026</b>	
				Order Raw Materials and Supplies
				Order IT Equipment
				Order DLP II Printer and Blanking Equipment
<b>5. Setup and Configure</b>	<b>Infrastructure Setup</b>	<b>6/20/2026</b>	<b>7/29/2026</b>	
				Setup IT Hardware
				Install Network and Equipment

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>6. Development</b>	<b>Application Development</b>	<b>7/13/2026</b>	<b>8/28/2026</b>	
				Plate type design creations
				Reports
				Regression Testing
				DAST Security Scanning
				Order file
<b>7. Deployment and Transition</b>	<b>Deployment and Transition</b>	<b>9/14/2026</b>	<b>9/30/2026</b>	
				Deployment of the DLP II printer
				Deployment of the Laminator
				Deployment of the Blanking Press
				Deployment of Unwind Stand
<b>8. Deployment, Training and Transition</b>	<b>Deployment, Training and Transition</b>	<b>10/5/2026</b>	<b>10/16/2026</b>	
				Deployment of the 3M Plate Builder Plate Management System
				Deployment of IT equipment
				On-site Training
				System and User Documentation
				Training Plan and Documents
<b>9. Go-live</b>	<b>Go-live</b>	<b>10/19/2026</b>	<b>10/23/2026</b>	
				Deployment/Transition Plan
				Launch Decision
<b>10. M&amp;C</b>	<b>Monitoring and Controlling</b>	<b>4/8/2026</b>	<b>10/23/2026</b>	
				Weekly Status Reports
				Risk Analysis
				Weekly Meetings
<b>11. Project Closing</b>	<b>Project Close</b>	<b>10/26/2026</b>	<b>10/30/2026</b>	
				Support and Maintenance Plan
				Lessons Learned Report
				Certificate of Acceptance Approval and Signature

**4. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1. Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State’s receipt of the Contractor’s written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**4.2. Software Deliverables Review and Acceptance**

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

**4.3. Number of Deliverables**

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**4.4. Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

**5. CHANGE ORDER**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and 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 within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**6. IMPLEMENTATION SERVICES**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

**7. PROJECT MANAGEMENT**

**7.1. Project Management Outline**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

## **7.2. The Contractor Key Project Staff**

### **The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Joy Stahosky  
651-381-2837  
[jlstahosky@mmm.com](mailto:jlstahosky@mmm.com)

### **The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

**Robert Salazar**  
Cell: 651-202-0348  
Office: 651-650-1189  
[rsalazar2.cw@mmm.com](mailto:rsalazar2.cw@mmm.com)

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Select # of hours hour(s) of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

### **Change of Project Manager**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**The Contractors Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

**Abdi Guled**

**Project Delivery / 3M Plate Builder Development: Primary Plate Builder**

**Steve Edwards**

**Senior Government Services Manager**

**Neal Filla**

**3M DLP and Blanking Line Technical Service Supervisor**

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**Termination for Lack of Project Management and Key Project Staff**

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

**7.3. The State Key Project Staff**

**The 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:

Derika Oldenburg

603-223-8000

[Derika.G.Oldenburg@dos.nh.gov](mailto:Derika.G.Oldenburg@dos.nh.gov)

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**The State Project Manager**

The State shall assign a Project Manager. The State’s Project Manager is:

Jennifer Maguire  
603-223-8000  
[Jennifer.L.Maguire@dos.nh.gov](mailto:Jennifer.L.Maguire@dos.nh.gov)

The State Project Manager’s duties shall include the following:

- a. Leading the Project.
- b. Engaging and managing all Contractors working on the Project.
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables.
- e. Invoice sign-offs.
- f. Review and approval of Change Orders.
- g. Managing stakeholders’ concerns.

**8. WORK PLAN**

The Contractor’s Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor’s team members), refine the Project’s scope, and establish the Project’s Schedule.

The preliminary Work Plan created by the Contractor and the State is set forth below.

<b>Project Milestone</b>	<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
	<b>3M Proposed Solution for NH</b>	<b>3/5/2026</b>	<b>10/30/2026</b>
<b>1. Initiating and Kick-off</b>	<b>Initiation</b>	<b>3/5/2026</b>	<b>3/31/2026</b>
1. Initiating and Kick-off	Develop Project Plan/ Schedule	3/5/2026	3/31/2026
1. Initiating and Kick-off	Develop Communications Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Stakeholders	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft Implementation / Transition Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft Training Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	Draft DR (Disaster Recovery) Plan	3/5/2026	3/31/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

1. Initiating and Kick-off	Draft Facility IT Hardware, Software and Services Configuration Plan	3/5/2026	3/31/2026
1. Initiating and Kick-off	System Security Plan Draft	3/5/2026	3/31/2026
1. Initiating and Kick-off	Pre-Procurement Planning	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Material Requirements	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Plate Matching and Registration Printing Equipment	3/5/2026	3/31/2026
1. Initiating and Kick-off	Determine Workstations	3/5/2026	3/31/2026
1. Initiating and Kick-off	Determine Barcode Scanners	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Additional Plant Infrastructure Requirements	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify Required Resources	3/5/2026	3/31/2026
1. Initiating and Kick-off	Identify IT Requirements	3/5/2026	3/31/2026
1. Initiating and Kick-off	Network Topology Diagram (Draft)	3/5/2026	3/31/2026
1. Initiating and Kick-off	Server/Network Specifications (Draft)	3/5/2026	3/31/2026
1. Initiating and Kick-off	Define Milestones and Deliverables	3/5/2026	3/31/2026
1. Initiating and Kick-off	Kick-off Meeting	4/8/2026	4/8/2026
<b>2. Planning</b>	<b>Planning</b>	<b>4/8/2026</b>	<b>4/30/2026</b>
2. Planning	Infrastructure /Architecture Planning	4/8/2026	4/30/2026
2. Planning	Network Topology Diagram (Final)	4/8/2026	4/30/2026
2. Planning	Server and Network Specifications	4/8/2026	4/30/2026
2. Planning	System Security Plan	4/8/2026	4/30/2026
2. Planning	Disaster Recovery Plan (IT and Physical)	4/8/2026	4/30/2026
<b>3. Requirements and Analysis</b>	<b>Software Requirements and Design</b>	<b>4/15/2026</b>	<b>4/30/2026</b>
3. Requirements and Analysis	Define Order file and Response file	4/15/2026	4/30/2026
3. Requirements and Analysis	Determine customer reports needed	4/15/2026	4/30/2026
<b>4. Procurement</b>	<b>Order IT Equipment and Supplies</b>	<b>4/17/2026</b>	<b>6/19/2026</b>
4. Procurement	Order raw materials and supplies	4/17/2026	6/19/2026
4. Procurement	Veeam and MS Office	4/17/2026	6/19/2026
4. Procurement	Order IT Equipment	4/17/2026	6/19/2026
4. Procurement	Order Workstation PCs	4/17/2026	6/19/2026
4. Procurement	Barcode scanners	4/17/2026	6/19/2026
4. Procurement	Order servers	4/17/2026	6/19/2026
4. Procurement	Order workstations (desks)	4/17/2026	6/19/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>4. Procurement</b>	<b>Order DLP II Printer and Blanking Line Equipment</b>	<b>4/17/2026</b>	<b>9/7/2026</b>
4. Procurement	DLP II Thermal Transfer Printer	4/17/2026	9/7/2026
4. Procurement	Unwind Stand to uncoil the aluminum	4/17/2026	9/7/2026
4. Procurement	A robust and proven license plate laminator specifically made for 3M blanking lines by Crest Dutch Machinery	4/17/2026	9/7/2026
4. Procurement	3M Electronic Roll Feed System that feeds the press	4/17/2026	9/7/2026
4. Procurement	SEYI Model SN1 -66H Blanking press with bolster plate	4/17/2026	9/7/2026
4. Procurement	Cincinnati Fan Model 200S Aluminum Slug Collector	4/17/2026	9/7/2026
4. Procurement	12" Dorner 6200 Series Passenger License Plate Conveyor	4/17/2026	9/7/2026
4. Procurement	8" Dorner 6200 Series Motorcycle License Plate Conveyor	4/17/2026	9/7/2026
4. Procurement	Passenger blanking die with spare cutting steels	4/17/2026	9/7/2026
4. Procurement	Die Cart	4/17/2026	9/7/2026
<b>5. Setup and Configure</b>	<b>Infrastructure Setup</b>	<b>6/20/2026</b>	<b>7/29/2026</b>
5. Setup and Configure	Setup Hardware (Servers)	6/20/2026	7/29/2026
5. Setup and Configure	Setup Database and Conversions	6/20/2026	7/29/2026
5. Setup and Configure	Install IT - Network and Equipment	6/20/2026	7/29/2026
5. Setup and Configure	Inventory and Store Raw Materials	6/20/2026	7/29/2026
5. Setup and Configure	Install Workstations (desks)	6/20/2026	7/29/2026
5. Setup and Configure	Install PCs	6/20/2026	7/29/2026
5. Setup and Configure	Install Printers (reports and labels)	6/20/2026	7/29/2026
<b>6. Development</b>	<b>Application Development</b>	<b>7/13/2026</b>	<b>8/28/2026</b>
6. Development	Application development - as needed	7/13/2026	8/28/2026
6. Development	Receive data for order file	7/13/2026	8/28/2026
6. Development	Plate type design creation	7/13/2026	8/28/2026
6. Development	Reports / Status	7/13/2026	8/28/2026
6. Development	Regression Testing	7/13/2026	8/28/2026
6. Development	DAST Security Scanning	7/13/2026	8/28/2026
<b>7. Deployment and Transition</b>	<b>Deployment of DLP II Printer and Blanking Line Equipment</b>	<b>9/14/2026</b>	<b>9/30/2026</b>
7. Deployment and Transition	DLP II Thermal Transfer Printer	9/14/2026	9/30/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

7. Deployment and Transition	Unwind Stand to uncoil the aluminum	9/14/2026	9/30/2026
7. Deployment and Transition	A robust and proven license plate laminator specifically made for 3M blanking lines by Crest Dutch Machinery	9/14/2026	9/30/2026
7. Deployment and Transition	3M Electronic Roll Feed System that feeds the press	9/14/2026	9/30/2026
7. Deployment and Transition	SEYI Model SN1 -66H Blanking press with bolster plate	9/14/2026	9/30/2026
7. Deployment and Transition	Cincinnati Fan Model 200S Aluminum Slug Collector	9/14/2026	9/30/2026
7. Deployment and Transition	12" Dorner 6200 Series Passenger License Plate Conveyor	9/14/2026	9/30/2026
7. Deployment and Transition	8" Dorner 6200 Series Motorcycle License Plate Conveyor	9/14/2026	9/30/2026
7. Deployment and Transition	Passenger blanking die with spare cutting steels	9/14/2026	9/30/2026
7. Deployment and Transition	Die Cart	9/14/2026	9/30/2026
<b>8. Deployment, Training and Transition</b>	<b>Deployment, Training and Transition of IT Equipment and Supplies</b>	<b>10/5/2026</b>	<b>10/16/2026</b>
8. Deployment, Training and Transition	Determine Final Deployment Strategy and Schedule	10/5/2026	10/16/2026
8. Deployment, Training and Transition	Secure Deployment Resources	10/5/2026	10/16/2026
8. Deployment, Training and Transition	Deploy IT equipment and supplies	10/5/2026	10/16/2026
8. Deployment, Training and Transition	On-site Training	10/5/2026	10/16/2026
<b>9. Go-live</b>	<b>Go-live</b>	<b>10/19/2026</b>	<b>10/23/2026</b>
9. Go-live	Determine Go-live Strategy and Schedule	10/19/2026	10/23/2026
9. Go-live	Launch	10/19/2026	10/23/2026
<b>10. M&amp;C</b>	<b>Monitoring and Controlling</b>	<b>4/8/2026</b>	<b>10/23/2026</b>
10. M&C	Weekly Meetings	4/8/2026	10/23/2026
10. M&C	Status, Milestone Reports and Meetings	4/8/2026	10/23/2026
10. M&C	Risk Analysis	4/8/2026	10/23/2026
10. M&C	Reports	4/8/2026	10/23/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>11. Project Closing</b>	<b>Project Close</b>	<b>10/26/2026</b>	<b>10/30/2026</b>
11. Project Closing	Post Implementation Review	10/26/2026	10/30/2026
11. Project Closing	Document Lessons Learned	10/26/2026	10/30/2026
11. Project Closing	Distribute and Review with Team Members	10/26/2026	10/30/2026
11. Project Closing	Review Maintenance Plan	10/26/2026	10/30/2026
11. Project Closing	Monitor Performance and Assess Satisfaction	10/26/2026	10/30/2026
11. Project Closing	Certificate of Acceptance Approval and Signature	10/26/2026	10/30/2026
11. Project Closing	Post Implementation Review Complete	10/26/2026	10/30/2026

**9. ACCEPTANCE & TESTING SERVICES**

The Contractor shall perform testing and acceptance activities to demonstrate that the System and Deliverables have been installed, configured, integrated, and are operational for production use in accordance with the Contract, Exhibit B, and the Workplan.

**9.1. Testing Plan and Schedule**

Within 30 business days of Contract execution (or per the Workplan), the Contractor shall provide a written Acceptance and Testing Plan for State review. The plan shall align to the Workplan and shall include test phases, test cases, prerequisites, test data, pass/fail criteria, defect severity/classification, and retest procedures.

**9.2. Testing Phases**

Testing shall be conducted in phases consistent with the Workplan, including at minimum:

1. Requirements/Design Validation Testing  
Contractor and the State shall validate the order file and response file definitions and required reporting outputs prior to build completion.
2. Configuration/Build Verification  
Contractor shall verify system configuration and readiness of required infrastructure and devices (including printers and related label/report outputs, where applicable).
3. Regression Testing  
Contractor shall execute regression testing to verify that changes/configuration do not break previously verified functionality. Contractor shall document results and defects.
4. Security Testing  
Contractor shall perform DAST security scanning (and remediate findings to an

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION**  
**2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**  
**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

acceptable risk posture) prior to Go-Live. Results and remediation actions shall be documented and provided to the State.

5. Site Acceptance Testing (SAT) / Operational Workflow Testing  
Contractor shall conduct SAT with State participation to validate end-to-end workflows using representative scenarios, including:
  - processing of electronic and manual orders (as applicable);
  - production workflow from order intake through print/blanking activities (as applicable to the State’s operations);
  - reporting/status outputs; and
  - operational readiness (standard operating steps, roles, and support handoff).

**9.3. Defect Management and Retest**

The Contractor shall log all defects identified during testing and track them through resolution. Defects shall be categorized using the Contract’s deficiency classifications (Class A/B/C or as otherwise defined). The Contractor shall correct defects and perform retesting at no additional cost to the State until acceptance criteria are met.

**9.4. Acceptance Criteria**

The State shall issue acceptance when all of the following are satisfied:

- Testing phases required for Go-Live (including Regression Testing and DAST scanning) are completed with documented results;
- No Class A deficiencies remain open;
- Any remaining Class B/C deficiencies are documented with an agreed correction plan that does not materially impair operations;
- Required documentation/training needed for Go-Live operations is delivered or completed per the Workplan; and
- The State confirms readiness to proceed to Go-Live.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**9.5. Go-Live and Provisional Acceptance**

Go-Live shall occur in accordance with the Workplan's Go-Live window. The State may grant Provisional Acceptance at Go-Live if the System is operational for intended use and only minor items remain, documented in a punch list with due dates.

**9.6. Final Acceptance and Certificate of Acceptance**

Final Acceptance shall occur upon successful completion of the post-implementation review period identified in the Workplan, resolution of punch list items (if any), and the State's execution of the Certificate of Acceptance Approval and Signature.

**10. MAINTENANCE, OPERATIONS AND SUPPORT**

**10.1. System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. 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.

**10.2. System Support**

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty four (24) business hours of a request;
- b. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty four (24) hours of notification of planned corrective action.

**10.3. Support Obligations**

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.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- a. nature of the Deficiency.
- b. status of the Deficiency.
- c. action plans, dates, and times.
- d. expected and actual completion time.
- e. Deficiency resolution information.
- f. resolved by.
- g. identifying number i.e. work order number.
- h. issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System 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.
- c. identification of repeat calls or repeat Software problems.

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 as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

**10.4. Contract Warranties and Representations**

**System**

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

**Software**

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**Compatibility**

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**Services**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**11. DATA PROTECTION**

**11.1. Safeguards**

Protection of personal privacy and 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 information. 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 data obtained by the Contractor in the performance of this contract 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- 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 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 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 Contract for any purpose other than fulfilling the service.

**11.2. 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 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.

**11.3. Security Incident or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

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.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

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) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**11.4. Breach Responsibilities**

This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

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.

The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 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:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
- b. promptly implement necessary remedial measures, if necessary.
- c. 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.

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach.
- b. notifications to individuals, regulators or others required by State law.
- c. a credit monitoring service required by State (or federal) law.
- d. 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 (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach.
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**12. SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION**  
**2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**  
**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**13. ADMINISTRATIVE SERVICES**

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

**14. TRAINING**

The Contractor shall provide the following Training Services:

- 3M will train site personnel to maintain and operate the new blanking line and 3M™ DLP Series II printer.
- 3M will supply rolls of sheeting for setup, testing, and training.

**Blanking Line Equipment:** 3M will train State personnel to use the blanking line system and equipment. After installation, 3M will provide a two-day training session for the designated equipment operators and supervisors to:

- Safely startup, operate, fine-tune, and maintain the components that make up a blanking line.
- Operate the blanking press, conveyors, blanking dies, vacuum slug collectors, roll feeds, registration system, sheeting applicator, metal straightener, unwind stand, hoist, and shrink wrap machine.

3M will provide on-going training and support for those who will be operating these systems.

**3M™DLP Series II Printer:**

At the time 3M™ Plate Builder is deployed, 3M will provide user credentials, training documentation, on-site hands-on and one-on-one training for all appropriate personnel. This will include the State administrators/managers and State employees assigned to the production of New Hampshire's license plates – this training is provided to all customer identified DLP system users and operators and will prepare users to produce high quality, digitally printed license plates. 3M™ Plate Builder offers a comprehensive user guide and user manual, which includes Online Help, Quick Reference Guide, User Guide, and System Admin Guide, providing users with extensive documentation and resources for assistance and references. The following is a detailed breakdown of the major DLP components, sub-components, and tasks included in the training:

- 3M™ Digital DLP Series II printer System Overview
- 3M™ Plate Builder System
- Roll Handling Unit Operation
- Printer Details and Operation
- Printing Motorcycle Plates
- Record Keeping

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**Graphic Design**

3M graphic design personnel travel to the customer site for two to three days to train agency staff, on the use of the graphics software to create license plate graphic designs. In the event the state’s graphic sheeting was printed using a 3M printing process, 3M will provide the necessary graphic files to the agency staff so they can convert to the new digital printing platform.

3M graphic design team will consult with the agency staff after the training, answering questions and assisting as needed. The agency staff will apply their graphic design training and undertake to create or convert all the state’s graphic design into the new digital printer format.

3M has used this best practice approach to graphic design creation and conversion with over 20 states that have successfully created and converted thousands of designs. This process has been successful with large states that have hundreds of designs, such as Texas, and medium states with either fewer designs such as Minnesota or many designs like Tennessee even though they far exceed the amount of graphic license plate designs New Hampshire currently offers. This approach highly benefits states in the creation or conversion of graphic designs.

**15. MERCHANT CARD SERVICES**

Not Applicable

**16. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**17. CONTRACTOR’S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank.

## EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

### 1. 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 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.

### 2. TRAVEL EXPENSES

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 travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered “Fully Loaded,” including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

### 3. SHIPPING FEES

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

### 4. 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 and identified in the Payment Schedule below. 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; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

#### **Invoices shall be sent to:**

DEPARTMENT OF SAFETY  
ACCOUNTS PAYABLE  
33 HAZEN DRIVE  
CONCORD, NH 03305  
[accountspayable@dos.nh.gov](mailto:accountspayable@dos.nh.gov)

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**5. PAYMENTS**

Payments shall be made via ACH. [Enroll with the State Treasury for ACH payments.](#)

**6. 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.

**7. CREDITS**

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

**8. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the Hardware Pricing, as set forth in Section 9.3 of Exhibit C, until the plate production equipment and blanking line have been successfully installed and are fully operational to the satisfaction of the State.

**9. PAYMENT SCHEDULE**

**9.1. Contract Type**

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

**9.2. Activities / Deliverables / Milestones Pricing (Purchase)**

**PLANNING AND PROJECT MANAGEMENT**

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
1	Conduct Project Kickoff Meeting	Non-Software	Within 1 month of contract award	Included with 3M’s proposed DLP printing system and blanking line
2	Work Plan	Written	Within 1 month of contract award	Included with 3M’s proposed DLP printing system and blanking line
3	Project Status Reports	Written	Within 1 month of contract award-biweekly status meetings	Included with 3M’s proposed DLP printing

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

				system and blanking line
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
5	Security Plan	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
6	Software Configuration Plan	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
7	Systems Interface Plan and Design/Capability	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
8	Testing Plan	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
9	Deployment Plan	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
10	Comprehensive Training Plan and Curriculum	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
11	End User Support Plan	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
12	Business Continuity Plan	Written	Within 1 month of contract award	Included with 3M's proposed

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

13	Documentation of Operational Procedures	Written	Within 1 month of contract award	Included with 3M's proposed DLP printing system and blanking line
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**INSTALLATION**

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
14	Provide Software Licenses if needed	Written	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
15	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line

**TESTING**

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
16	Conduct Integration Testing	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
17	Conduct User Acceptance Testing	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
18	Perform Production Tests	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

19	Test In-Bound and Out-Bound Interfaces	Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
20	Conduct System Performance (Load/Stress) Testing	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
21	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line

**SYSTEM DEVELOPMENT**

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
22	Provide Tools for Backup and Recovery of all Applications and Data	Software	2 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
23	Conduct Training	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
24	Cutover to New Software	Non-Software	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
25	Provide Documentation	Written	6 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line
26	Execute Security Plan	Non-Software	2 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**CONTRACT COMPLETION**

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
27	Conduct Project Exit Meeting	Non-Software	7 months after receipt of purchase order	Included with 3M's proposed DLP printing system and blanking line

TOTAL	\$ 0--Included in Blanking Line and DLP Printer
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**9.3. Hardware Pricing**

ITEM	HARDWARE ITEM	PRICE
1	Aluminum Unwind	Included with Blanking Line
2	Aluminum Heater & Straightener	Not Applicable
3	Sheeting Applicator	Included with Blanking Line
4	Blanking Press	Included with Blanking Line
5	Sheeting Roll Cart	\$600.00
6	Aluminum Blank Cart	\$1,000.00
7	Required Dies	Included with Blanking Line
8	Installation & Training	Included with Blanking Line
9	Digital License Plate Printer	\$575,000.00
10	DLP Workstation	Included with 3M DLP II Printer
11	DLP Computer and Scanner	Included with 3M DLP II Printer
12	Blanking Line	\$550,000.00
TOTAL		\$1,126,600.00

**9.4. Software License Pricing**

Item	SOFTWARE ITEM	INITIAL PRICE
1	Included with 3M DLP II Printer	Included
Total		\$0.00

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**9.5. Software Operations, Maintenance, Hosting, and Support Pricing**

SOFTWARE NAME	SOFTWARE OPERATIONS, MAINTENANCE, HOSTING, AND SUPPORT PRICING WORKSHEET									
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
3M Plate Builder Software license and hardware included w/ 3M DLP II Printer, 1 Year Warranty and Corresponding Annual Service and Maintenance Agreements	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
TOTAL	\$ 0 - Included									

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**9.6. Other Cost Pricing**

ITEM	OTHER PRICE DESCRIPTION										
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	
Shipping	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	
Annual Maintenance and Support 3M DLP II Printer	Included	\$30,000	\$30,000	\$31,000	\$32,000	\$33,000	\$34,000	\$35,000	\$36,000	\$37,000	
Annual Maintenance and Support Blanking Line	Included	\$20,000	\$20,000	\$20,600	\$21,200	\$21,900	\$22,600	\$23,400	\$24,100	\$25,000	
										<b>Total</b>	
<b>TOTAL</b>	Included	\$50,000	\$50,000	\$51,600	\$53,200	\$54,900	\$56,800	\$58,400	\$60,100	\$62,000	<b>\$496,800</b>

**9.7. Implementation Pricing Summary**

Pricing TABLE #	PRICE TYPE	TOTAL PRICE
9.2	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	Included in Blanking Line, 3M DLP II Printer and Plate Builder Software
9.3	Hardware Pricing (Total from Hardware Pricing Worksheet)	\$1,126,600.00
9.4	Software License Pricing (Total from Software License Pricing Worksheet)	Included in Blanking Line, 3M DLP II Printer and Plate Builder Software

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

9.5	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	Included in Blanking Line, 3M DLP II Printer and Plate Builder Software
9.6	Other Pricing (Total from Other Pricing Worksheet)	\$496,800.00
<b>TOTAL</b>		<b>\$1,623,400.00</b>

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## EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

### 1. License Grant

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State’s internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract. The software remains the exclusive property of the Contractor. The State is granted a limited, non-transferable right to use the software solely for its internal operations during the contract term. The State may not modify, distribute, sublicense, or disclose the software to any third party.

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### 2. Software Title

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

### 3. Software and Documentation Copies

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software’s associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

### 4. Restrictions

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

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

### 5. Viruses

Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

**6. Audit**

Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

**7. Software Non-Infringement**

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim.
- b. Gives Contractor control of the defense and any settlement negotiations.
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

**8. Control of All Component Elements**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

---

Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties, which may be integrated with the Contractor's deliverables.

**9. Custom Software**

Not Applicable

**10. Software Escrow**

Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- a. Contractor has made an assignment for the benefit of creditors.
- b. Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind.
- c. A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets.
- d. Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State.
- e. Contractor defaults under the Contract.
- f. Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT E – ADMINISTRATIVE SERVICES**

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## EXHIBIT E – ADMINISTRATIVE SERVICES

### 1. 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 E: Dispute resolution responsibility and schedule**

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Robert Salazar, Project Manager	State Project Manager	5 Days
Second	Steve Edwards, Government Sales Professional	DOS Director of Administration	10 Days
Third	Beau Hommes, Manager Application Engineer	DOS Commissioner	15 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.

### 2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, 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.

### 3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT E – ADMINISTRATIVE SERVICES**

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

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. 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.

**6. MISCELLANEOUS WORK REQUIREMENTS**

6.1. Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.2. Computer Use

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT E – ADMINISTRATIVE SERVICES**

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software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.3. Email Use**

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

**6.4. Internet/Intranet Use**

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

**6.5. State Website Copyright**

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

**6.6. Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

**6.7. Workplace Hours**

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT F – TERMS AND DEFINITIONS**

## EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Confidential Information</b>	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<b>Data</b>	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
<b>Data Breach</b>	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
<b>Deficiency (-ies)/Defects</b>	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT F – TERMS AND DEFINITIONS**

<b>Deliverable</b>	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
<b>Hosted Services</b>	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
<b>Hosted System</b>	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Non-Public Information</b>	Information, other than Personal Information, 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>Operational</b>	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT F – TERMS AND DEFINITIONS**

<b>Personal Information</b>	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<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>Proposal</b>	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in a contract.
<b>Software</b>	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
<b>Software Deliverables</b>	All Custom, SAAS and COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT F – TERMS AND DEFINITIONS**

<b>Solution</b>	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
<b>Specifications</b>	Written details that set forth the requirements which include, without limitation, the 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 Data</b>	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 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 (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
<b>System</b>	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Term</b>	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT F – TERMS AND DEFINITIONS**

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<b>Warranty</b>	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
<b>Warranty Period</b>	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Work Plan</b>	Documentation that details the 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 B: Business/Technical Requirements and Deliverables. 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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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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## EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

### 1. CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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## **CERTIFICATION REGARDING LOBBYING**

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

- a. 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 State or Federal 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 any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. 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 State or Federal 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 the "Disclosure of Lobbying Activities" form in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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 and entering into this transaction imposed by 31 U.S.C. § 1352. 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.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: *Maria Paraschou* Date: 02/09/2026

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION  
2026-017 - DIGITAL LICENSE PLATE PRODUCTION EQUIPMENT  
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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## **CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:   *Maria Paraschou*   Date:   02/09/2026

## 3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the 3M Chief Legal Affairs Officer and Secretary, the individuals listed below are hereby appointed as 3M's or its designated subsidiaries, true and lawful attorneys-in-fact for it, and its name, for commercially available products and services and government unique products and services for which 3M or its designated subsidiaries will be a prime contractor, subcontractor or higher tier subcontractor to any federal, state or municipal governmental agency in the United States ("Government Contracts"), to perform acts specified on behalf of this Corporation.

Except as provided below, authority is granted to submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, certifications, representations and warranties, and documents related thereto for Government Contracts; however, this authority does not include (a) research and development services<sup>2</sup>; (b) executing country of origin certifications<sup>5</sup>; or (c) any other authority that is not expressly granted in this document. 3M executives (President, General Manager, etc.)<sup>1</sup>, have authority to sign on behalf of their respective Business Unit/staff function, through 3M's Vice President of Government Contract Compliance sub delegation authority. Authority for the individuals below is limited to the specific Business Unit or staff function indicated and such authority may not be subdelegated.

<p><b><u>Abrasive Systems</u></b> <i>see Government Markets</i></p> <p><b><u>Advanced Materials Division</u></b> <i>see Government Markets</i></p> <p><b>3M Technical Ceramics Inc.</b> <i>See Government Contract Compliance</i></p> <p><b>3M Technical Ceramics Quapaw LLC</b> Utley, Elizabeth Lockhart, Bruce</p> <p><b>3M Technical Ceramics 3M Clarkston LLC</b> Marshall, Peter Lockhart, Bruce</p> <p><b><u>Automotive Aftermarket Division</u></b> <i>see Government Markets</i></p> <p><b><u>Automotive and Aerospace Solutions Division</u></b> <i>see Government Markets</i></p> <p><b>Aero Technologies LLC</b> Deaton, Leann</p>	<p><b><u>Commercial Branding &amp; Transportation Division</u></b> Batchelor, Brent<sup>7</sup> Do, Thanh-Huong<sup>8</sup> Lopez Ibarra, Marlene<sup>7</sup> Paraschou, Maria Schray, Katrina<sup>6</sup> Seputis, Julie<sup>4</sup> Trac, Phu<sup>4</sup></p> <p><b><u>Display Materials and Systems Division</u></b> <i>see Government Markets</i></p> <p><b><u>Electrical Markets Division</u></b> Hardy, Thomas <i>see Government Markets</i> (DLA Contracts Only)</p> <p><b><u>Electronics Materials Solutions Division</u></b> <i>see Government Markets</i></p> <p><b><u>Global Occupational Medicine</u></b> Lenick, Karyn</p> <p><b><u>Government R&amp;D Contracts Department</u><sup>2</sup></b> Kays, Steven Martinez, Rita</p>	<p><b><u>Home Improvement and Consumer Well-Being (HICW)</u></b> <i>see Government Markets</i></p> <p><b><u>Home Care, Auto and Workspace (HCAW)</u></b> <i>see Government Markets</i></p> <p><b><u>Industrial Adhesives &amp; Tapes Division</u></b> <i>see Government Markets</i> (FSS Contracts Only)</p> <p><b><u>Industrial Mineral Products Division</u></b> <i>see Government Markets</i></p> <p><b><u>Industrial Specialties Division</u></b> <i>see Government Markets</i></p> <p><b><u>Personal Safety Division</u></b> <i>see Government Markets</i></p> <p><b>Scott Technologies</b> <i>see Government Markets</i></p>
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Authority Applies to any Business Unit or Staff Function		
<b>Global Channel Services</b> Constantine, Lauri	<b>Government Markets</b> Audette-Williams, Michelle Borja, Ralph Hang, Yee Williams, Tabatha	<b>Government Contract Compliance</b> Bordas, Rich Horwitz, Charles Robinette, Thomas Adithi K.V <sup>9</sup>

Authority to Make Country of Origin Certifications <sup>5</sup>
<b>Trade Compliance Department</b> Bottoms, Paul <sup>5</sup> Goebel, Kathleen <sup>5</sup> Jansen, Lindsay <sup>5</sup> Peterson, Neil <sup>5</sup> Schmitz, Jamie <sup>5</sup> Whalen, Brenda <sup>5</sup>

For all appointments, authority may be withdrawn or modified at any time, including upon an individual’s change in responsibility.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M.

DocuSigned by:  
  
 By: \_\_\_\_\_  
9852E2154E4B4B7

1/27/2026  
 \_\_\_\_\_

Charles Horwitz  
 Vice President, Government Contract Compliance  
 3M Company

Date

<sup>1</sup>3M executives may assign attorney-in-fact authority to their respective business personnel, upon successful completion of Government Contract Compliance Power of Attorney training.

<sup>2</sup>Authority is delegated by 3M’s Executive VP R&D and Chief Technology Officer, to the Senior Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in Government Research & Development Contracts, to execute proposals, contracts, subcontracts, and modifications (including certifications, representations, and warranties to comply with certain laws and regulations) for government R&D services. 3M Patent Counsel is authorized to sign invention and patent related government contract documents for Government Research & Development Contracts.

<sup>3</sup>Reserved

<sup>4</sup>Authority expressly limited to executing Certificates of Conformance.

<sup>5</sup>Authority limited to include only Country of Origin Certifications.

<sup>6</sup>Authority limited to include only Vouchers and Invoices.

<sup>7</sup>Authority limited to include only Premium Warranties

<sup>8</sup>Authority limited to only QPL/APL product performance related activities.

<sup>9</sup>Authority limited to only sign various contract certifications on behalf of Government Contract Compliance.

# 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 3M COMPANY is a Delaware Profit Corporation registered to do business in New Hampshire as 3M COMPANY INC. on January 07, 1972. 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: 2528

Certificate Number: 0007776288



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 February A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State





Marsh USA LLC  
155 Wacker Dr.  
Chicago, IL 60606  
[www.marsh.com](http://www.marsh.com)

## Casualty Coverage Confirmation

February 12<sup>th</sup>, 2026

3M Company  
3M Center Bldg. 223-1N-03  
St. Paul, MN 55144

RE: State of NH, Department of Safety - Certificate of Insurance

To Whom it May Concern,

This letter is to provide confirmation that casualty coverages for 3M are currently being renewed for the 3/1/26 period. Carrier documentation is in progress and a renewal COI for 3/1/26 will be processed immediately once documentation is received and approved.

Commercial General Liability:  
Occurrence Based, General Aggregate Limit Applies Per Policy  
Insurer: Old Republic Insurance Company  
Policy # MWZY 319664  
Effective Dates: 3/1/2026-3/1/2029  
Each Occurrence Limit: \$10,000,000  
Damage to Rented Premises (Each Occurrence): \$1,000,000  
Personal & Advertising Injury Limit: \$10,000,000  
General Aggregate: \$10,000,000

Workers Compensation & Employer's Liability:  
Insurer: Old Republic Insurance Company  
Policy #MWC 309963 26  
Effective Dates: 3/1/2026-3/1/2027  
Per Statute  
Employer's Liability – Each Accident: \$2,000,000  
Employer's Liability Disease – Each Employee: \$2,000,000  
Employer's Liability Disease – Policy Limit: \$2,000,000

Sincerely,

*Warren Baltimore III*

**Warren Baltimore III**  
Associate Client Executive  
Marsh Global Risk Management  
[warren.baltimore-iii@marsh.com](mailto:warren.baltimore-iii@marsh.com)