



State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BUILDING
 33 HAZEN DRIVE
 CONCORD, NEW HAMPSHIRE 03305
 603-271-2791



EDDIE EDWARDS
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

May 12, 2026

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles, to enter into a **Sole Source** contract with Explore Information Services, LLC (VC# 279371-B001) Egan, Minnesota, in the amount of \$1,252,852, for a cloud-based Motor Carrier Services solution that supports International Registration Plan (IRP) registration and credentialing, online customer portal functionality, required system interfaces, and audit operations, including implementation and ongoing software operations, maintenance, and support. Effective upon Governor and Council approval for the period of July 1, 2026 through June 30, 2031. **74% Agency Income, 26% Capital Funds.**

Funds are available in the following accounts for Fiscal Year 2027 and are anticipated to be available in State Fiscal Years 2028, 2029, 2030 and 2031, 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.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT# / DESCRIPTION	CLASS-ACCOUNT	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	Total
02-23-23-233030-13430000-034-500099	034-500099	\$320,840	\$0.00	\$0.00	\$0.00	\$0.00	\$320,840
02-23-23-233015-31090000 - 103-502664	103--502664	\$185,660	\$185,660	\$185,660	\$187,516	\$187,516	\$932,012
Total		\$506,500	\$185,660	\$185,660	\$187,516	\$187,516	\$1,252,852

EXPLANATION

This request is **Sole Source** contract because the Department determined that Explore Information Services, LLC is the only vendor capable of providing a solution that meets the State’s operational, technical, interface, continuity, and implementation requirements within the required timeframe and budget. The Department previously issued RFP DOS 2026-01, IFTA/IRP Motor Carrier Services System, which closed on September 23, 2025. The solicitation sought a commercial-off-the-shelf solution and related services to support IFTA/IRP motor carrier registration and audit operations; however, it was subsequently withdrawn following further evaluation of the technical landscape, pricing structures, implementation considerations, and budget limitations. Following this reassessment, the Department determined that Explore Information Services, LLC is the only vendor capable of delivering the required cloud-based solution, including necessary system interfaces, continuity of operations, and an implementation approach that aligns with the Department’s operational requirements, project timeline, and budget.

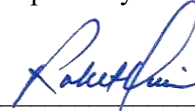
This contract will provide a cloud-based Motor Carrier Services solution to support International Registration Plan (IRP) registration, credentialing, online customer portal services, and review and modernization of existing operations and implementation processes. The solution supports apportioned registrations, renewals, transfers, trailer registrations, and overweight certifications, and includes integration with the IRP Clearinghouse, MAAP, PRISM, and CVIEW, along with implementation, configuration, testing, training, project management, and ongoing software operations, maintenance, and support.

A full replacement procurement and implementation effort would likely exceed the current contract value and require significantly greater costs associated with software acquisition, interface redevelopment, data conversion, testing, training, transition, and operational transition activities. The Department estimates that replacement of the existing product and all associated system interfaces would exceed the total cost of the proposed contract for purposes of the sole source analysis applicable to software and maintenance services.

This contract allows the Department to implement and support an established product that aligns with operational and technical environment while reducing implementation risk, maintaining continuity of service, and improving the reliability and efficiency of IRP motor carrier registration, credentialing, reporting, and audit operations.

The Department of Safety respectfully requests approval of this item.

Respectfully submitted,



Robert L. Quinn
Commissioner, Department 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



Denis Goulet, *Commissioner*

April 29, 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 Explore Information Services, LLC, as described below and referenced as DoIT No. 2026-071.

The purpose of this request is to enter into a contract with Explore Information Services LLC for the implementation, configuration, integration, testing, training, support, maintenance, and ongoing operation of a COTS cloud-based Motor Carrier Services solution supporting International Registration Plan (IRP) registration and other functions. The contract includes internal and online customer portal processing, associated interfaces, and ongoing support and maintenance.

The Total Price Limitation shall be \$1,252,852.00, effective upon Governor and Council approval from July 1, 2026, through June 30, 2031.

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

Sincerely,

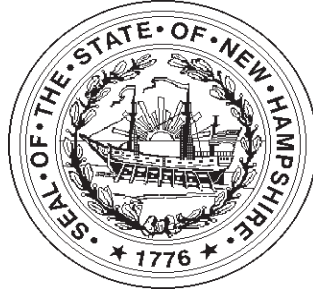
A handwritten signature in black ink that reads "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Denis Goulet

DG/RA
DoIT #2026-071

cc: Spencer Batchelder, IT Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS IRP-01-2026-01 - MOTOR CARRIER SERVICES
AGREEMENT



State of New Hampshire

Department of Safety, Division of Motor Vehicles

Motor Carrier Services

DOS-IRP-01-2026-01

Page 1 of 103

Contractor Initials: _____

Date: 4/16/2026

Initial
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS IRP-01-2026-01 - MOTOR CARRIER SERVICES
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 83

EXHIBIT D – SOFTWARE LICENSE AGREEMENT 87

EXHIBIT E – ADMINISTRATIVE SERVICES 90

EXHIBIT F – TERMS AND DEFINITIONS 94

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES..... 101

CERTIFICATION REGARDING LOBBYING 102

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS 103

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS IRP-01-2026-01 - MOTOR CARRIER SERVICES
AGREEMENT**

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

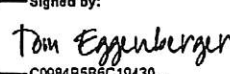
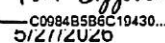


NOTICE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT


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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Safety, Division of Motor Vehicles (NH DMV)		1.2. State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3. Contractor Name Explore Information Services, LLC		1.4. Contractor Address 1380 Corporate Center Curve, Ste 317, Egan, MN 55121	
1.5. Contractor Phone Number 1-800-531-9125	1.6. Account Unit and Class 02-23-23-233015- 31090000-103-502664	1.7. Completion Date June 30, 2031	1.8. Price Limitation \$1,252,852.00
1.9. Contracting Officer for State Jennifer L. Bailey, Assistant Director - DMV		1.10. State Agency Telephone Number 603-227-4050	
1.11. Signed by:  Date:  C09846586C10430... 5/27/2026	1.12. Name and Title of Contractor Signatory Tom Eggenberger, Regional Managing Director		
1.13. State Agency Signature  Date: Click or tap to enter a date. 5/27/26		1.14. Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Click or tap here to enter text. Date:			
1.16. Approval by the Attorney General (Form Substance and Execution) (if applicable) By: Click or tap here to enter text.  5/28/26 Date:			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: G&C meeting date:			

Page 3 of 103

Contractor Initials: 

Date: 5/27/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
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,

Page 4 of 103

Contractor Initials: TE

Date: 4/16/2026

Initial
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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 MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
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 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.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
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

Page 8 of 103

Contractor Initials: TE

Date: 4/16/2026

Initial
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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 MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
AGREEMENT**

the parties at the addresses given in blocks 1.2 and 1.4, herein.

legal or equitable right, benefit, or remedy of any nature upon any other person.

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.

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.

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.

23. SPECIAL PROVISIONS

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

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.

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.

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.

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.

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

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.

Page 9 of 103

Contractor Initials: TE

Date: 4/16/2026

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

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:

3.1 Amend existing language to “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 July 1, 2026, 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”).”

3.4 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.

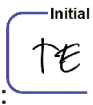
9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, if applicable, Software and Written Deliverables, for such part of the Contract as has been terminated. 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;

Page **10** of **103**

Contractor Initials: _____

Date: 4/16/2026

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

- 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
- 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

Page **11** of **103**

Contractor Initials. TE

Date: 4/16/2026

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

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 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.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

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.

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 Motor Vehicles Contract Agreement IRP-01-2026-01 P-37 as amended by Exhibit A.
- II. State of New Hampshire, Department of Safety, Division of Motor Vehicles Contract Exhibits in order of precedence:
 - a. Exhibit B.
 - b. Exhibit C.
 - c. Exhibit D .
 - d. Exhibit F

Page 13 of 103

Contractor Initials: TE

Date: 4/16/2026

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

- e. Exhibit F.
- f. Exhibit G.

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Page **14** of **103**

Contractor Initials: Initial
TE

Date: 4/16/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

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 Commercial-off-the-Shelf (COTS) software system for internal and external (online customer portal) processing of motor vehicle carrier registrations, as well as all aspects of auditing the motor carriers that are in full compliance with the International Registration Plan (IRP) and the Audit Procedures Manual (APM) as maintained by IRP Inc.

The contractor will be responsible for all aspects of the project, to include, but not limited to, the following:

- An IRP system that fully supports the issuance of apportioned cab cards for news, renewals and transfers for internal and external (online customer portal) processing, to include all jurisdictions in the US and Canadian Provinces that are affiliated with the IRP Plan through IRP Inc. Which provides the collection and transmittal of the applicable fees associated with each jurisdiction through bidirectional communication with the IRP Clearinghouse.
- An IRP system that fully supports the issuance of motor carrier trailer registrations and overweight certifications for internal and external (online customer portal) processing. To include the migration plan of the existing data specific to motor carrier trailer registrations and overweight certifications.
- An IRP system that is capable of bidirectional communication with the NH DMV Motor Vehicle Registration and Title System, MAAP (Municipal Agent Automation Project) through approved APIs.
- An IRP system that is capable of bidirectional communication with Performance and Registration Information Systems Management (PRISM) and must be capable of performing all required PRISM functionality, including communication with FMCSA's Safety and Fitness Electronic Record (SAFER) via the Commercial Vehicle Information Exchange Window (CVIEW).
- System Assessment of the current implementation and documentation.
- Ongoing support and maintenance for the Motor Carrier Service System and its associated interfaces.
- Project Management, Testing, Training and other activities as outlined in this contract.

2. BUSINESS / TECHNICAL REQUIREMENTS

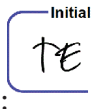
2.1. Business and Technical Requirements

Table B-2.1 Business and Technical Requirements

Page **15** of **103**

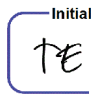
Contractor Initials: _____

Date: 4/16/2026

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

BUSINESS REQUIREMENTS: International Registration Plan (IRP)					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.1	Solution must comply with and be maintained in compliance with all operational requirements of the International Registration Plan (IRP) and Audit Procedures Manual (APM) as maintained by IRP Inc, to include all jurisdictions in the US and Canadian Providences affiliated with the IRP Plan.	M	Yes	Standard	The MCC system is fully aligned with the operational and audit requirements of the IRP and the Audit Procedures Manual (APM) maintained by IRP Inc. It supports all U.S. and Canadian jurisdictions affiliated with the IRP Plan and is designed to accommodate jurisdiction-specific rules, fee calculations, and audit protocols. The system includes automated IRP registration workflows, jurisdictional distance tracking, audit case management, and compliance reporting. Updates to IRP requirements are incorporated through our established change management and release processes to ensure ongoing compliance.
B1.2	Solution should have a cloud-based option for users to access the solution (non-integrated) via a variety of browsers such as Firefox, Chrome, and Microsoft Edge.	M	Yes	Standard	The MCC system is accessible through standard web browsers including Firefox, Chrome, and Microsoft Edge. To ensure optimal performance, security, and compatibility, users are strongly encouraged to use the latest version of their preferred browser. The system interface is designed to be responsive and consistent across supported browsers, enabling users to complete all required tasks without additional software or integration.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.3	Solution must be capable of uploading of documents electronically in a secure manner compliant with NH DoIT policies or procedures https://www.doit.nh.gov/cybersecurity/cybersecurity-policy-and-procedures	M	Yes	Standard	The MCC system supports secure electronic document uploads and is designed to align with NH DoIT cybersecurity policies. While formal certification has not been completed, we believe our implementation meets the intent of the standards, including encrypted transmission, role-based access, and secure storage. We remain committed to working with NH DoIT to validate and ensure full compliance.
B1.4	Solution must provide the list of necessary documents to verify, and upload based on the type of transaction being processed, such as new, renewal, and transfer.	M	Yes	Standard	The MCC system dynamically generates a document checklist tailored to the transaction type, whether new, renewal, or transfer. This checklist is presented to the user during the application process and includes all required verification documents based on jurisdictional rules and business logic. The system ensures that users are informed of required uploads before submission and supports secure document upload and storage. Document requirements are configurable and can be updated by authorized administrators to reflect changes in policy or procedure.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.5	<p>Solution must require unique user login with a user ID and password that has been assigned a specific role/security for the system, that can be added, modified, viewed or deactivated directly by the NH DMV Motor Carrier Services Administrator.</p>	M	Yes	Standard	<p>The MCC system enforces unique user authentication using individual user IDs and secure passwords. Each user is assigned a role with specific permissions that govern access to system features and data. NH DMV Motor Carrier Services Administrators have full control to add, modify, view, or deactivate user accounts and roles directly within the system. Role-based access controls are configurable and auditable, ensuring that users only access functions appropriate to their responsibilities.</p>
B1.6	<p>Solution must be capable of allowing the user to add, update, view, or deactivate registrants, fleets, customer accounts, or application records, including adding, updating or deactivating any vehicle units within their fleet of their IRP account.</p>	M	Yes	Standard	<p>The MCC system provides authorized users with full lifecycle management capabilities for registrants, fleets, customer accounts, and application records. Users can add, update, view, or deactivate these entities directly through the system interface. Vehicle units within IRP fleets can also be managed individually, including adding new units, updating existing details, or deactivating vehicles as needed. All changes are tracked with audit logs and role-based access controls to ensure data integrity and accountability.</p>

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.7	<p>Solution must display, in a user friendly and intuitive manner, the progress of the IRP application as it is being processed so as to guide the user through the steps necessary to complete the application. It should be evident what steps are completed and what steps must still be accomplished. The steps should include but are not limited to summary, jurisdictions, weights, vehicles, fees, payment, documentation and credentials.</p>	M	Yes	Standard	<p>The MCC system guides users through the IRP application using a clearly defined workflow that outlines each required step. The workflow includes jurisdictions, weights and vehicles, fees summary, payment, documentation, and credentials. Each step is visually marked to indicate completion status, and users can easily identify which actions remain. The interface is designed to be intuitive and accessible, helping users complete applications accurately and efficiently without missing required components.</p>
B1.8	<p>Solution must allow authorized users to maintain comments, to include creating/associating, editing, deleting/removing comments associated with a registrant, fleet, IRP customer account, or application record. The system must only display associated comments to authorized internal users. The system must associate a date/time stamp as well as user ID with all comments.</p>	M	Yes	Standard	<p>The MCC system allows authorized internal users to maintain comments across IRP customer accounts, fleets, IRP applications, and audit records. Users can create, associate, edit, and delete comments as needed. Each comment is tagged with a date and time stamp along with the user ID of the individual who performed the action. Comments are securely stored and only visible to users with appropriate system permissions, ensuring confidentiality and auditability.</p>

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.9	Solution must provide a user-defined method to flag, suspend, hold, or restore IRP accounts. Each flag, suspension, restoration, etc. must have a clear description of the nature/reason for the action. (e.g. If customer does not provide sufficient documentation, say 2290, their account status should not be a suspended status instead it should be put on hold due to insufficient documentation reason or other logical reason). A complete history of each status shall be maintained in the system.	M	Yes	Standard	The MCC system supports the application of configurable Restrictions at the account, fleet, or vehicle level. Each restriction applies a status such as revocation, suspension, closed, or on hold, and includes a user-defined name and description. Restrictions are designed to control system behavior by denying specific actions, such as initiating an IRP renewal, or requesting plates or decals. Users can enter additional comments to document the reason for applying a restriction. Adding or removing restrictions is controlled by security roles, ensuring that only authorized users can perform these tasks. All restriction activity is logged with full history, including timestamps and user identifiers.
B1.10	Solution must retain at least (5) years of IRP registration data; four years plus the current year of historical registration data and audit information and must provide online or print access to the data.	M	Yes	Standard	The MCC system retains IRP registration and audit data for a minimum of five years, including four prior years plus the current registration year. Authorized users can access this data directly through the system interface, with options to view records online or generate printable reports. Data retention policies are configurable to meet jurisdictional requirements, and audit logs ensure traceability and compliance with IRP standards.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.11	Solution must allow authorized users to transfer credit(s) from one vehicle to another based on the reason the user selected for removing the vehicles the credit is coming from, restricting the credit transfer based on the reason selected for the IRP account.	M	Yes	Standard	The MCC system allows authorized users to transfer credits between vehicles within an IRP account. Credit transfers are governed by restriction logic that evaluates the reason selected for removing the original vehicle. Each reason is configurable and determines whether a credit transfer is permitted. The system enforces these rules to ensure compliance with IRP policies and prevents inappropriate credit application. Credit transfer actions are security-controlled and logged for audit purposes.
B1.12	Solution must calculate, display, and report distance estimates for each IRP Member jurisdiction based on the method mandated by the IRP Plan. Including automatically changing first year estimates to second year estimates or allow first year estimates based on the requirements of the IRP Plan.	M	Yes	Standard	This requirement is no longer applicable due to the implementation of the Full Reciprocity Plan (FRP), which eliminates the need for first-year and second-year distance estimates. The MCC system complies fully with all current IRP requirements, including those introduced under FRP. Jurisdictional reporting and fee calculations are handled in accordance with the latest IRP standards.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.13	<p>Solution must generate invoices that contain all standard IRP billing line items (base jurisdiction fees/credits, foreign jurisdiction fees/credits, adjustments, etc.) as well as NH DMV specific items to be defined during requirements gathering and must be formatted according to NH DMV requirements.</p>	M	Yes	Standard	<p>The MCC system generates IRP invoices that include all standard billing line items such as base jurisdiction fees and credits, foreign jurisdiction fees and credits, and applicable adjustments. The invoice structure is flexible and can be configured to include NH DMV-specific items identified during the requirements gathering phase. Invoice formatting is customizable to meet NH DMV standards and supports both electronic and print-ready outputs. All invoice data is stored for audit and reporting purposes.</p>
B1.14	<p>Solution must allow authorized users to maintain weight groups, to include but not limited to, adding, editing and deleting weight groups. If the weight group being added or edited is the same as another default weight group, then the system must warn the user. As well as allowing the user to cancel the changes to the weight group prior to saving.</p>	M	Yes	Standard	<p>The MCC system allows authorized users to manage weight groups by adding, editing, or deleting them as needed. When a user attempts to create or modify a weight group that matches an existing default group, the system provides a warning to prevent duplication. Users are given the option to cancel changes prior to saving, ensuring accuracy and control over fleet configuration. These actions are governed by security roles to ensure only designated users can perform weight group maintenance.</p>

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.15	Solution must allow the user to apply default weights to all fleet jurisdictions, or to enter weights for all fleet jurisdictions, or to override defaults (for Quebec, axles must be displayed/entered instead of weight in kgs).	M	Yes	Standard	The MCC system allows users to apply default weights across all jurisdictions within a fleet or enter jurisdiction-specific weights manually. Users may override default values when necessary, including support for jurisdictional exceptions such as Quebec, where axle counts must be entered instead of weight in kilograms. These inputs are validated during the application workflow to ensure compliance with IRP requirements and jurisdiction-specific rules.
B1.16	Solution must alert the user when a vehicle is put into a weight group that requires proof of payment of Heavy Vehicle Use Tax (HVUT), and then automatically add HVUT (form 2290) to the document checklist for the unit.	M	Yes	Standard	When a vehicle is added to a weight group that requires HVUT, the system automatically adds "Proof of 2290" to the unit's document checklist. This alerts the user that Form 2290 must be submitted before permanent credentials can be issued. The checklist item is mandatory and prevents application completion until satisfied.
B1.17	Solution must be capable of producing cab cards and temporary authorities (TA's) that conform to the requirements of the NH DMV, the IRP Plan, and PRISM (Performance and Registration Information System Management). The system is required to produce cab cards and TA's on 8 1/2 -inch by 11-inch plain paper. The cab card and TA must contain an AAMVA compliant (PDF417) bar code printed directly from the system that meets the PRISM IRP Cab Card Bar Code Specifications v. 3.4.1 [see http://cvisn.fmcsa.dot.gov/default.aspx?PageID=prism].	M	Yes	Standard	The system generates cab cards and temporary authorities (TAs) that meet NH DMV, IRP Plan, and PRISM standards. These documents are produced on 8 1/2" x 11" plain paper and include a PDF417 barcode that complies with PRISM IRP Cab Card Bar Code Specifications v. 3.4.1.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.18	Solution must support the automatic issuance/assignment of plates and year decals, according to the vehicle type, registration year, and appropriate inventory location. With the capability to reassign or manually enter in the appropriate plate and/or decal for the given IRP transaction.	M	Yes	Standard	The system automatically issues and assigns plates and year decals based on vehicle type, registration year, and inventory location. It also allows users to manually enter or reassign plates and decals as needed for any IRP transaction, ensuring flexibility and accuracy in inventory management.
B1.19	Solution must provide inventory management to record, update, move, delete and view license plates, and year decals that can be assigned to specific users per specific location, that maintains a complete history for each inventory item entered into the system.	M	Yes	Standard	The system provides comprehensive inventory management for license plates, and year decals, allowing items to be recorded, updated, moved, deleted, and viewed. Inventory can be assigned to specific users by location, with full history tracking for each item. It also supports maintaining inventory at each office location and enables transfers between locations for efficient resource management.
B1.20	Solution must display all monetary fields in US currency and allow for multiple payment types to be accepted for a single transaction, e.g. splitting payment between credit card payment and cash, as well as multiple credit card payments.	M	No	Custom	The MCC IRP application partially satisfies this requirement. All monetary fields are displayed in US currency. The system supports multiple payment types, including credit card, ACH, and cash, and allows split payments across different methods. Splitting a single transaction across multiple credit cards is not available in the standard release but can be supported if the integrated payment processor allows it.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.21	Solution must calculate fees according to the formulas provided by each member jurisdiction to IRP Inc in which the registrant declares they will travel, including the monthly Canadian Exchange rate.	M	Yes	Standard	The MCC system offers comprehensive base and foreign jurisdiction fee processing capabilities based on the current IRP fee schedules. Its fee calculation engine applies the specific formulas provided by each member jurisdiction to IRP Inc, ensuring accurate fee assessments aligned with declared travel. MCC also supports jurisdiction-specific fee configurations to accommodate unique requirements. For Canadian jurisdictions, the system incorporates the monthly Canadian exchange rate published by IRP Inc to ensure proper fee conversion.
B1.22	Solution must be capable of transferring plates, credentials and/or credits from one vehicle to another for an IRP Account regardless of body type.	M	Yes	Standard	The MCC system supports the transfer of plates, credentials, and credits between vehicles within the same IRP account, based on your business requirements. This functionality ensures flexibility in managing fleet changes and allows users to efficiently reassign assets as needed without restrictions tied to vehicle configuration.
B1.23	Solution must be capable of making corrections to a registrant, fleet, customer account, application or specific vehicle information where the system will automatically calculate any credits/debits owed based on the correction made.	M	Yes	Standard	The MCC system allows corrections to registrant, fleet, customer account, application, or vehicle information. When a correction is made, the system automatically calculates any credits or debits owed through a supplement or fee correction, ensuring accurate financial adjustments and compliance with IRP processes.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.24	Solution must be capable of applying any IRP credits to future transactions or removing them from the system with the appropriate reason for the removal being entered.	M	Yes	Standard	The MCC system allows IRP credits to be applied to future transactions within the account and the same registration year. If credits are removed, the system requires an appropriate reason to be entered, ensuring transparency and maintaining a complete audit trail for all credit activity.
B1.25	Solution must accurately calculate 100% NH DMV fees using the number of units, weights, fee charts, and appropriate credit for any NH DMV portion of IRP fees paid in conformity with IRP requirements.	M	Yes	Standard	The MCC system accurately calculates 100% of NH DMV fees using the number of units, declared weights, NH fee charts, and applicable credits. It ensures that any NH DMV portion of IRP fees already paid is properly credited in accordance with IRP requirements, maintaining compliance and financial accuracy.
B1.26	Solution must be capable of generating renewal packets for fleets that can be done up to 4 months in advance, with the capability of generating updated renewal packets if additional units have been added to the fleet, excluding any units that have already been renewed.	M	Yes	Standard	The MCC system can generate renewal packets for IRP fleets up to 4 months in advance of the expiration date. All vehicles in the fleet are renewed together, and once the renewal is processed, any additional units must be added through a supplement. The renewal packet is available to print or email from the website and will reflect the current list of active units, including any added after the packet was first generated but before the renewal is completed.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.27	Solution must have the capability to generate reports in various formats, and to export and save the report results in different application formats, such as Microsoft Excel, PDF, and CSV.	M	Yes	Standard	The MCC system can generate reports in various formats and allows users to export and save report results in Microsoft Excel, PDF, and CSV formats. This supports flexible data analysis and sharing across different platforms and user needs.
B1.28	Solution must provide an ad hoc reporting and query capability that is menu-driven and provides state users with the ability to design reports or queries without vendor intervention that can be saved for future use. As well as having a pre-defined list of reports that can be viewed, scheduled, exported and/or printed on demand. Saved custom reports must have the capability to be shared among users in the system.	M	Yes	Standard	The MCC system includes a robust ad hoc reporting capability through Easy Query, a true ad-hoc tool that allows users to create, save, share, search, and export customized reports without vendor (Explore) intervention. Users can design reports using a menu-driven interface and save them for future use. It also provides access to Explore-produced nonstandard reports. Additionally, the system offers a pre-defined list of reports that can be viewed, scheduled, exported, and printed on demand, with saved custom reports shareable among system users.
B1.29	Solution must provide notification when transactions have been submitted through the online portal via the system and/or email notification.	M	Yes	Standard	State users are notified via email when a pending transaction is submitted and assigned to them through the online portal. The system also displays any incomplete transactions in the pending transactions section, allowing users to easily track and manage submissions requiring action.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.30	<p>Solution must indicate when a new IRP customer has requested an account for online access to their account so the request can be verified and completed by NH DMV Motor Carrier Services.</p>	M	Yes	Standard	<p>Motor Carrier Connect (MCC) complies with B1.38 by supporting a notification process when a new IRP customer requests online access to their account. Upon submission of the request, MCC can send an email notification to NH DMV Motor Carrier Services to inform staff of the pending access request. This email notification is configurable, allowing the state to choose whether or not they wish to receive it. This approach ensures flexibility for the jurisdiction while maintaining a secure and auditable process for granting online account access</p>
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Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT A – SPECIAL PROVISIONS**

B1.31	<p>Custom Reports & Scheduled SFTP Delivery The Vendor’s reporting capability shall provide custom reports that:</p> <p>(a) can display State-defined Key Performance Indicators (KPIs) within the report output; and (b) can be scheduled to automatically deliver machine-readable report files (e.g., CSV) to a State of New Hampshire–designated SFTP endpoint on a State-defined cadence (e.g., nightly).</p> <p>Scheduling and delivery shall use secure authentication and encryption in transit. State administrators shall be able to configure schedules and destinations without Vendor intervention.</p>	M	Yes	Custom	<p>Explore will support State defined KPI reporting and automated SFTP delivery using only existing MCC data elements and standard reporting capabilities. Explore will develop three to five initial KPI reports and provide an administrative scheduling utility that allows the State to select predefined reports, set execution cadence, and choose from predefined SFTP destinations. Creation of new KPIs, reports, or SFTP destinations will require a mutually agreed Change Order. These reports will be delivered in CSV format, and scheduling will be restricted to non business hours to be discussed in internal design sessions.</p> <p>The State is fully responsible for its SFTP endpoint, including availability, security, and credential management. Explore’s responsibility is limited to secure transmission of files, and failures caused by State systems or credentials will not be considered a vendor breach. The solution will leverage MCC’s existing report distribution components and stored procedure based report generation to provide a secure, supportable, and configurable scheduling and delivery framework that meets the State’s requirements while staying within standard system functionality.</p>
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Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

B2.1	<p>Solution must include IRP audit functionality, which has the capability to create and process all audits and allow the auditors to query account information, store auto results, reports and etc., within the system. As well as having the capability of progression of audit statuses, to include but not be limited to: In Progress, Requesting Review, Review In Progress, Review Complete, In Appeal Period, In Protest, Re-examination, Closed change protested, Complete, Audit Deferred, On Hold, Voided.</p>	M	Yes	Standard	<p>MCC includes comprehensive IRP audit functionality that enables authorized auditors to create, manage, and process audits entirely within the system. Auditors can query account information, store audit results, generate and retain reports, and maintain all relevant documentation in a centralized location. The system supports full audit lifecycle management with configurable status progression, including but not limited to: In Progress, Requesting Review, Review In Progress, Review Complete, In Appeal Period, In Protest, Re-examination, Closed Change Protested, Complete, Audit Deferred, On Hold, and Voided. This functionality ensures transparency, traceability, and operational efficiency throughout the audit process.</p>
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Initial

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B2.2	Solution must have the capability to provide stratification reports to be used as part of the audit selection process.	M	Yes	Standard	MCC supports the audit selection process by generating stratification reports that assist jurisdictions in identifying and prioritizing IRP accounts for audit. These reports include key account demographic information, previous audit history, and a High-Medium-Low (H-M-L) stratum ranking in accordance with IRP requirements. This structured reporting enables jurisdictions to apply risk-based criteria when selecting accounts for audit, improving the precision and effectiveness of audit targeting while maintaining compliance with IRP standards.
B2.3	Solution must be capable of producing IRP audit activity reports which summarize audits that have been uploaded to the IRP clearinghouse.	M	Yes	Standard	MCC supports the generation of annual audit activity reports for IRP programs. These reports function as audit case summaries, providing a comprehensive overview of audit results along with supporting documentation. They are formatted to meet the requirements for submission to the respective clearinghouses and include key details such as audit outcomes, account information, and jurisdictional metrics. This capability ensures jurisdictions can efficiently compile and

Initial

TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					report standardized audit records as part of their annual reporting obligations.
B2.4	Solution must be capable of creating audit groupings with a unique group ID, the unique audit group ID should start with NH, 4-digit current year and a chronological number. (the beginning number to start with will be determined during the planning phase of the project). e.g. NH2025001614.	M	Yes	Standard	MCC supports the creation of audit groupings with a unique audit group ID, enabling jurisdictions to organize and track related audits efficiently. The system is configurable to generate audit group IDs following a specific format defined by the jurisdiction. For New Hampshire, the ID format will begin with "NH," followed by the four-digit current year and a sequential number (e.g., NH2025001614). The starting number for the sequence will be determined during the planning phase of the project. This capability ensures consistent identification and management of audit groups across the system.
B2.5	Solution must be capable of creating unique audit case IDs for the audit groupings, the unique audit case ID will start with the audit group ID, followed by	M	Yes	Standard	MCC is capable of generating unique audit case IDs for each audit within an audit grouping. Each audit case ID begins with the audit group ID, followed by a unique identifier "R" for IRP— along with a sequential identifying number. For example, audit case IDs may appear as NH2025001614R001 for

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

	<p>a unique identifier IRP (R) audit and the identifying number. e.g. NH2025001614R001.</p>				<p>an IRP audit. This structured ID format ensures clear traceability and organization of audit records within each group, and the numbering sequence is configurable to align with jurisdictional preferences established during the planning phase.</p>
<p>B2.6</p>	<p>Preferrable that the solution contains an audit package or contains features, to assist in completion of audit working papers, test work, and final reporting that is electronically retained in the system, with the capability to upload additional documents in multiple formats such as PDF, MS Excel, MS Word, or CSV.</p>	<p>P</p>	<p>Yes</p>	<p>Standard</p>	<p>MCC supports the audit process by offering an advanced Excel-based audit workbook that can be downloaded directly from the system. This workbook is pre-populated with all reported data relevant to the audit and provides structured sections for entering sampling details, performing testwork, and calculating projections. Once completed, the workbook can be uploaded back into MCC, where the results are automatically integrated into the audited supplement or returns and prepared for final calculation. Additionally, MCC allows users to upload supporting documents in multiple formats including PDF, MS Excel, MS Word, and CSV ensuring that all audit working papers, testwork, and final reports are electronically retained and accessible within the system.</p>

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B2.7	<p>Preferrable if solution is capable of allowing users to 'flag' an account/ carrier for future audit and leave a description as to why an audit may be warranted, assisting audit staff with the audit selection process through user entered filters and/ or parameters such as: accounts with no prior audit history, accounts that have filed duplicate data year over year (IRP), accounts that have discrepancies between reported mileage when fleets between IFTA and IRP are the same number of vehicles, accounts that are filing rounded activity amounts (numbers ending in 0 or 5).</p>	P	Yes	Standard	<p>MCC supports audit planning and selection by allowing authorized users to flag accounts or carriers for future audit consideration. Users can enter descriptive notes explaining why an audit may be warranted, helping audit staff track and prioritize accounts based on observed patterns or concerns. The system also enables filtering and selection based on user-defined parameters such as accounts with no prior audit history, duplicate filings year-over-year (IRP), discrepancies in reported mileage when fleet sizes are consistent across IFTA and IRP, and accounts reporting rounded activity amounts (e.g., figures ending in 0 or 5). Flagged accounts are automatically included in both the audit selection report and the stratification report, clearly marked to assist auditors in identifying high-risk or noteworthy cases. This functionality enhances the jurisdiction's ability to implement a targeted, data-driven audit strategy.</p>
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B2.8	Solution must provide auditors with a trip distance calculator or router capable of calculating the distance between two or more points based upon origin, destination, or GPS latitude and longitude readings, that returns distance per jurisdiction. Ability to export results as either a PDF or Excel file is greatly preferred.	M	Yes	Standard	MCC provides auditors with access to trip distance calculation capabilities through its integration with the ProMiles Audit Workbench via the IPC (IFTA) contract. This interface allows users to calculate distances between two or more points based on origin, destination, or GPS latitude and longitude coordinates. The routing tool returns jurisdiction-specific distance data, supporting accurate audit validation and reporting. Additionally, auditors have the ability to export the calculated results in preferred formats such as PDF or Excel, enhancing usability and documentation for audit records.
B2.9	Solution must be capable of generating, printing or saving in multiple formats user-defined correspondence and reports, for selected licensees/registrants using defined carrier data fields, and must be able to send these audit related requests in hard copy and electronic format to carriers selected for audit.	M	Yes	Standard	MCC supports the generation of audit-related correspondence and reports using customizable Microsoft Word templates. These templates are designed to incorporate user-defined carrier data fields that are automatically populated from the system, allowing for tailored communication with selected licensees or registrants. The templates can be reused across different audits and adapted to meet jurisdictional needs. Correspondence can be generated, printed, or

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					saved in multiple formats, and MCC supports both hard copy and electronic delivery of audit-related communications to carriers selected for audit.
B2.10	Solution must be capable of generating and printing the necessary Interjurisdictional Reports, Audit Summary reports, audit billing summaries, correspondence, and audit findings/summary information in either hard copy or electronic format to carriers and all jurisdictions, including audit tracking for appropriate appeal periods as required by the IRP Plan.	M	Yes	Standard	MCC is capable of generating and printing all required audit-related reports and correspondence in compliance with the IRP Plan. This includes Interjurisdictional Reports, Audit Summary Reports, audit billing summaries, audit findings, and carrier correspondence. These outputs can be produced in both hard copy and electronic formats, ensuring flexibility in communication with carriers and jurisdictions. MCC also supports audit tracking, including monitoring of appeal periods, to ensure timely and compliant handling of audit outcomes. The system’s reporting and correspondence features are designed to streamline audit workflows and maintain transparency across all involved parties.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B2.11	Solution must be capable of flagging an audit that is under appeal or suspended. Audits that have gone through the appeal process and changes to their audit findings are required, the system must be capable of processing these changes and linking them to the original unchanged audit report, maintaining the full and complete history of the original audit report as well as the modified audit report.	M	Yes	Standard	MCC supports the ability to flag audits that are under appeal or suspended, ensuring clear visibility into their current status. When an audit undergoes the appeal process and modifications to the original findings are required, MCC allows authorized users to process those changes while maintaining a complete and traceable audit history. The system links the modified audit report to the original, preserving both the unchanged and updated versions. This ensures transparency and accountability, while supporting compliance with IRP requirements for audit documentation and appeal tracking.
B2.12	Solution must be capable of generating invoices based on the audit findings for each jurisdiction involved that is properly communicated through the IRP Clearinghouse.	M	Yes	Standard	MCC is capable of generating jurisdiction-specific invoices based on audit findings for IRP audits. The system calculates the amounts owed per jurisdiction and prepares invoices that reflect the audit outcomes accurately. Audit data is properly formatted as transmittals for submission to the IRP Clearinghouse, ensuring compliance with reporting and financial settlement requirements. MCC's invoicing functionality supports

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					transparency and consistency in post-audit financial processes across all participating jurisdictions.
B2.13	System must be capable of sending automatic notification to audit staff when changes occur to an audit, such as when an audit status is changed, the day the audit invoice is to be mailed, and when payment is made on an audit invoice.	M	Yes	Standard	MCC supports automatic notifications to audit staff when specific changes occur during the audit lifecycle. Notifications are triggered when an audit status changes to key milestones such as Requesting Review, Review Complete, and when the Appeal Period has ended. Additionally, a batch job is available to notify staff of the scheduled mailing date of an audit invoice by generating the notice and placing it in the correspondence queue or emailing it to the carrier. At present, MCC does not support automatic notifications to the State when a payment is made on an audit invoice.
	Solution must comply with and be maintained in compliance with all audit requirements of the International Registration Plan (IRP) and Audit Procedures Manual (APM) as maintained by IRP Inc, to include all jurisdictions in the US and Canadian Providences affiliated with the IRP Plan.				The MCC solution is fully aligned with the audit requirements of the International Registration Plan (IRP) and the Audit Procedures Manual (APM) as maintained by IRP Inc. It supports standardized audit processes across all U.S. jurisdictions and Canadian provinces affiliated with the IRP, ensuring consistent

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B2.14		M	Yes	Standard	<p>compliance and interoperability.</p> <p>The system is designed to facilitate secure data exchange, maintain accurate operational records, and integrate with electronic logging devices (ELDs) where applicable. These capabilities ensure that audit data is readily available and formatted according to IRP standards, supporting both internal and external audit activities without disruption.</p>
B2.15	Solution must be capable of performing audits with random selection based on specified parameters of renewed registrants in conformity with IRP audit sample selection requirements.	M	Yes	Standard	<p>The MCC solution generates the audit selection report in alignment with IRP requirements; however, it does not currently include built-in random sampling. Explore can enhance the existing Excel-based workbook to incorporate random selection functionality using Excel formulas, allowing jurisdictions to apply IRP-defined parameters for compliant audit sampling.</p>
B2.16	Solution must be capable of providing automated pre-defined reports of registrant data for audit of selected registrants, fleets, and registration years. Pre-defined reports shall include an Equipment Report, a Distance Report, and a Fee Report showing all supplemental for user defined registrants. System	M	Yes	Standard	<p>The MCC solution provides automated, pre-defined reports for audit purposes, including Equipment List (in Excel format), Distance, and Fee</p>

TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

	should generate an Overall Audit Tracking Report based on user defined parameters. As well as having the capability of generating ad hoc reports as needed.				Reports for user-defined registrants, fleets, and registration years. These reports include all supplemental transactions and support audit readiness. Additionally, the system generates an Overall Audit Tracking Report based on user-defined parameters and offers ad hoc reporting capabilities to meet jurisdiction-specific audit and operational needs.
B2.17	Solution must generate a worksheet for auditors to enter in any jurisdiction distance adjustments that can be uploaded to the system. The auditor must be allowed to override any uploaded data or manually enter the distance adjustments.	M	Yes	Standard	The MCC solution supports audit distance adjustments through the downloadable Excel IRP Audit Workbook, which includes reported data for selected registrants. Auditors can make jurisdiction-specific distance adjustments based on audit findings and upload the updated workbook back into MCC. Additionally, auditors have the flexibility to override uploaded data or manually enter adjustments directly within the IRP Audit Supplement interface.
B2.18	Solution must calculate by jurisdiction: distance adjustments, audit percentages, percentage changes, and fee changes based on uploaded or manually corrected audit distance adjustments and original application distance and fees.	M	Yes	Standard	The MCC solution calculates jurisdiction-specific audit metrics including distance adjustments, audit

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					percentages, percentage changes, and fee changes. These calculations are based on either uploaded or manually corrected audit distance data compared to the original application values. The results are available in the IRP Audit Interjurisdictional Report, providing a clear summary of audit impacts across all affected jurisdictions.
B3.1	Solution should have a cloud-based option for users to access the solution (non-integrated) via a variety of browsers such as Firefox, Chrome, and Microsoft Edge.	M	Yes	Standard	The MCC solution provides a web-based access option for users, supporting secure, non-integrated use through the most recent versions of major browsers including Firefox, Chrome, and Microsoft Edge. This ensures broad compatibility and convenient access without requiring local installations or system integration.
B3.2	Solution must be capable of uploading and transferring documents electronically in a secure manner compliant with NH DoIT policies or procedures	M	Yes	Standard	The MCC system supports secure electronic document uploads and is designed to align with NH DoIT cybersecurity policies. While formal certification has not been completed, we believe our

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

	https://www.doit.nh.gov/cybersecurity/nh-cybersecurity-policy-library				implementation meets the intent of the standards, including encrypted transmission, role-based access, and secure storage. We remain committed to working with NH DoIT to validate and ensure full compliance.
B3.3	Online portal solution must display, in a user friendly and intuitive manner, the progress of the IRP application as it is being processed so as to guide the user through the steps necessary to complete the IRP application.	M	Yes	Standard	The MCC solution provides a user-friendly workflow interface for IRP applications, displaying all steps in the process with clear visual indicators. While previous steps remain accessible, the system highlights the current active step to guide users through the application in the correct sequence. Future steps are shown but remain disabled until prerequisites are met, helping users navigate the process efficiently and accurately.
B3.4	Online portal solution should provide users with an interactive training on how to utilize the portal, to include the processing of each type of transaction.	P	Yes	Standard	The MCC solution offers interactive training resources to help users navigate and utilize the online portal effectively. Step-by-step instructions for each transaction type are available for download through the integrated help system, and instructional videos provide visual guidance

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					through key processes such as IRP transactions. These resources support user self-service and reduce the need for external assistance.
B3.5	Online portal solution shall have the capability for customers to process renewals, new, and/or transfer transactions for vehicles in their IRP fleet.	M	Yes	Standard	The MCC solution enables customers to process IRP fleet transactions including renewals, new vehicle additions, and transfers directly through the online portal. Access to each transaction type is controlled by user-specific security settings, ensuring that customers can only perform actions authorized for their account and role.
B3.6	Preferrable that the online portal solution provide the capability for IRP fleet customers to be able to process renewals, news, and/or transfer transactions for trailers in their IRP fleet.	P	No	Custom	The MCC solution has the capability to manage trailers within IRP fleets, supporting transactions such as renewals, new additions, and transfers. While this functionality is available, implementation will require configuration changes and minor customization to align with jurisdiction-specific trailer processing requirements.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B3.7	<p>Preferrable that the online portal solution provides the capability for IRP fleet customers to be able to process renewals, news, and/or transfers of overweight certification transactions for vehicles and/or trailers in their IRP fleet.</p>	P	No	Custom	<p>The MCC solution can be modified to support processing of overweight certification transactions for vehicles and trailers within IRP fleets. While this functionality is not currently standard, it can be implemented through custom programming to meet jurisdiction-specific requirements and integrate seamlessly into the existing workflow.</p>
B3.8	<p>Online portal solution shall provide the capability for a custom menu that provides IRP customers with additional links to other NH online portals to complete transactions as an IRP Fleet customer, such as the online overweight certification portal.</p>	P	Yes	Standard	<p>The MCC solution supports a customizable menu for IRP customers, allowing jurisdictions to include links to other NH online portals such as the overweight certification portal. This feature can be maintained using User Maintained Text (UMT), enabling administrators to update and manage external links without requiring system changes or development effort.</p>
B3.9	<p>Online portal solution must allow for IRP customers to process the payment for their verified and filed applications via credit card and print temporary cab cards upon successful process of the payment.</p>	M	Yes	Standard	<p>The MCC solution allows IRP customers to securely process payments for verified and filed applications via credit card. Temporary cab cards can be printed upon successful payment, but only after all required documentation has been submitted and approved,</p>

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					ensuring compliance with jurisdictional processing standards.
B3.10	The vendor agrees that 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.	M	Yes	Standard	Explore fully complies with data ownership requirements. All data and property received from the State or acquired using State-provided funds under this Agreement are recognized as the property of the State. Upon request or termination of the Agreement, all such assets will be promptly returned to the State, ensuring full adherence to contractual obligations.
B4.1	Solution must be capable of bidirectional communication with NH DMV Motor Vehicle Registration and Title system, MAAP Including a one-to-one match of the list of body styles, make, fuel codes, weight, axles and color codes.	M	Yes	Standard	The MCC system currently interfaces with NH DMV’s Motor Vehicle Registration and Title system, MAAP, and will continue to do so. This bidirectional integration supports a one-to-one match of vehicle data elements including body styles, makes, fuel codes, weight, axles, and color codes, ensuring seamless data exchange and alignment with MAAP as outlined in Section B-1 and Attachment 3.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

B4.2	Solution must be capable of bidirectional communication with IRP Clearinghouse, including the generation of the IRP Clearinghouse transmittal and transmittal summary reports.	M	Yes	Standard	The MCC system currently sends applicable IDR records to the IRP Clearinghouse and will continue to support this functionality. The system is capable of bidirectional communication with the IRP Clearinghouse, ensuring timely and accurate exchange of required data in accordance with IRP standards and the expectations outlined in Section B-1.
B4.3	Solution must be capable of bidirectional communication with the Performance and Registration Information Systems Management (PRISM) and must be capable of performing all required PRISM functionality, including communication with FMCSA's Safety and Fitness Electronic Record (SAFER) via the Commercial Vehicle Information Exchange Window (CVIEW)	M	Yes	Standard	The MCC system supports bidirectional communication with PRISM and performs all required PRISM functionality. This includes exchanging data with FMCSA's Safety and Fitness Electronic Records (SAFER) system via the Commercial Vehicle Information Exchange Window (CVIEW), ensuring compliance with federal standards as outlined in Section B-1.
B4.4	Solution must be capable of bidirectional communication with the Commercial Vehicle Information Systems and Networks (CVISN).	M	Yes	Standard	The MCC system supports bidirectional communication with the Commercial Vehicle Information Systems and Networks (CVISN). This includes exchanging required data elements to

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					support compliance, enforcement, and registration functions in alignment with federal and state CVISN program standards.
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	The MCC system supports data access using open standards. Data is accessible via the website using HTML, which is an open access protocol. Internally, the system utilizes SQL for data management, and JSON is frequently used for data exchange. Both SQL and JSON are recognized open standards, supporting interoperability and integration with external systems.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	The MCC system provides data in commonly used formats such as HTML, SQL, and JSON, none of which are subject to exclusive control by any entity. These formats align with open standards and are not and will not be restricted by copyright, patent, trademark, or trade secret regulations, except where governed by recognized national or international standards.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	The MCC system is fully web-based and designed to align with modern W3C standards. It supports HTML5 for structured and accessible web content, and utilizes responsive design frameworks such as Bootstrap to ensure usability across devices. Styling is implemented to be consistent with CSS 2.1 principles, and XML 1.1 is used where applicable, with JSON preferred for data exchange due to its efficiency and broad support.
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	The MCC system verifies and authenticates all client applications before granting access, ensuring that only authorized systems and users can interact with confidential data or services. This authentication process helps prevent unauthorized access and supports compliance with NH DMV Motor Carrier Services' security policies.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	The MCC system verifies and authenticates all human users before granting access to system capabilities. This includes secure login procedures and role-based access controls to ensure that only authorized individuals can view or interact with

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					confidential or restricted data and services, supporting NH DMV Motor Carrier Services' data protection requirements.
A2.3	Enforce unique user names.	M	Yes	Standard	The MCC system enforces the use of unique usernames across all user types, including internal staff, external customers, and system administrators. This ensures that every user is individually identifiable, supporting secure authentication, audit tracking, and protection of confidential data and services.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	We enforce complex password requirements for Administrator Accounts in full compliance with the statewide User Account and Password Policy. Our systems are aligned with these standards to ensure secure access and account protection.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	We enforce complex password requirements for general users in accordance with the statewide User Account and Password Policy. This includes the use of capital letters, numbers, and special characters to ensure secure access.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Explore complies with this requirement.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Explore complies with this requirement.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	Maintaining security tasks and role assignments is handled exclusively by authorized users within the MCC system. The State of New Hampshire controls how many individuals are granted state administrator access, and only those designated users have the ability to grant or change authorizations, including modifying roles and associated security tasks.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	We support session timeout enforcement during periods of inactivity. This helps maintain system security by automatically logging out inactive users after a defined period, in alignment with standard security practices.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	We do not store authentication credentials or sensitive data within application code. All sensitive information is handled securely in accordance with best practices and standard security protocols.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	The MCC System logs all access attempts that fail identification, authentication, or authorization.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	The MCC system complies by logging all application activities to a central server. This ensures that all transactions are recorded and traceable by authorized personnel.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

A2.13	All logs must be kept for six (6) months.	M	Yes	Standard	The MCC system complies by retaining all logs for a minimum of six (6) months.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	The MCC system allows users to explicitly terminate their sessions through a logout function. Once logged out, the session is cleared and no remnants of the prior session remain.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	Explore ensures that software and system services are used strictly for their intended purposes. The MCC system complies with this requirement by restricting functionality to its designated use cases.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	The MCC system complies by protecting data at rest from unauthorized use through encryption and role-based access controls. Only authorized users are permitted to access sensitive data based on their assigned roles.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	The MCC system complies by keeping sensitive data and communications private from unauthorized individuals and programs. Access is restricted through role-based controls and encryption protocols.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	The MCC system complies by ensuring that subsequent enhancements or upgrades do not remove or degrade existing security requirements. All updates are reviewed to maintain alignment with established security standards.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	Explore follows a detailed change management process that includes documentation and a formal review and approval workflow. All changes are evaluated and approved by our Change Advisory Board (CAB) before implementation.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State’s data in near real time when possible.	M	Yes	Standard	Explore uses web services to interface with the State’s data in near real time whenever possible. The MCC system complies with this requirement by leveraging secure and

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					efficient service integrations.
	<p>No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: Prohibited Technologies List</p> <p>and</p> <p>No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services</p>	M	Yes	Standard	<p>Explore complies with the State of New Hampshire's Prohibited Technologies List and the FCC Covered List. The MCC system does not utilize any equipment or services from vendors identified in either list, including those restricted under Executive Order 2022-09 and Section 2 of the Secure and Trusted Communications Network Act.</p>
T1.1	<p>Comply with controls required by NIST Special Publication 800171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)</p>	M	Yes	Standard	<p>Explore undergoes SOC2 audits on yearly basis. Several of the controls reviewed during these audits can be mapped to NIST 800-171 Rev3 controls.</p>
T1.2	<p>Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)</p>	P	Yes	Standard	<p>Explore undergoes SOC2 audits on yearly basis. Several of the controls reviewed during these audits can be mapped to NIST 800-53 controls.</p>
StateRAMP Authorization					

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	P	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

					StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

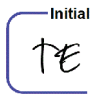
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.
T2.7	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. 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.	M	No	Not Available	While Explore is not currently StateRAMP or GovRAMP certified, we are actively investigating the certification process and its applicability to our MCC IRP solution. We are committed to aligning with StateRAMP standards and will work with the State to ensure compliance with all relevant security and monitoring expectations.
T2.8	Vendor agrees to adhere to the DOIT Vulnerability Remediation Standards and shall provide Vulnerability Tests weekly or allow the installation of the DOIT host-based vulnerability scanner (Tenable Nessus Agent). The vendor agrees those vulnerability scans will be delivered and reviewed by the NHCIC, DESC IT, and DOS IT weekly. Vendor shall also deliver a vulnerability scan after any major system updates. If there are deficiencies listed, they shall be remediated leveraging the below schedule:	M	Yes	Standard	Explore agrees to adhere to the DOIT Vulnerability Remediation Standards for the MCC IRP system. We currently use Tenable agents for daily internal vulnerability scanning across all servers

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

	<p>The following vulnerability remediation timeframe applies for Internet accessible systems:</p> <ol style="list-style-type: none"> 1. Critical: Immediately upon availability of patch. 2. High vulnerabilities: 15 calendar days from vulnerability publication date. 3. Medium vulnerabilities: 30 calendar days from vulnerability publication date. 4. Low vulnerabilities: 90 calendar days from vulnerability publication date. <p>If a vulnerability cannot be remediated within the specified timeframe, a mitigation and remediation plan must be submitted along with an Exception to Baseline Controls as outlined in Policy</p>					<p>within Global IT scope. Weekly vulnerability scans will be made available to NHCIC, DESC IT, and DOS IT, and we will also provide scans following any major system updates.</p> <p>However, our standard remediation timelines differ slightly from New Hampshire's. Below are Explore's standards:</p> <p>Critical: addressed as soon as possible, plans for its resolution should be made within 15 days</p> <p>High: Within 30 calendar days</p> <p>Medium and Low: Addressed when possible, or within 180 calendar days</p> <p>If remediation cannot be completed within these timeframes, we will submit a mitigation and remediation plan along with an Exception to Baseline Controls as outlined in Policy NHS0235.</p>
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Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

T4.1	<p>The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOVCLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services 	P	No	Not Proposing	<p>Our solution is not cloud-based and does not utilize any of the hosting platforms listed. We operate on a secure, on-premises infrastructure that complies with all applicable security and data protection requirements.</p>
T5.1	IRP Plan	M	Yes	Standard	<p>The MCC system is fully compliant with the IRP Plan through IRP Inc including all required auditing capabilities. It supports IRP registration, renewals, supplements, cab card generation, jurisdictional fee calculations, and real-time integration with the IRP Clearinghouse. Audit workflows, documentation tracking, and audit history are also included.</p>

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

T5.2	NH State Law, RSA 260:14 Driver Privacy Act	M	Yes	Standard	The MCC IRP system complies with New Hampshire RSA 260:14 – Driver Privacy Act by design, even though it does not collect or maintain driver-specific information. While driver data is outside the scope of MCC, the system still enforces strong data security practices, including role-based access, encryption, and audit logging, to ensure all sensitive motor carrier and account data is protected in alignment with the spirit of the statute.
T5.3	Payment Card Industry Data Security Standards (PCI DSS)	M	Yes	Standard	The MCC IRP system does not collect, transmit, or store credit card information, and therefore is not subject to full PCI DSS compliance. However, MCC maintains a secure integration with the external payment portal by protecting the URL and data used to transfer users. The system uses encryption and secure protocols to safeguard this link and self-attests to its responsibility in maintaining the integrity and confidentiality of the payment redirection process.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

T6.1	Web content and mobile applications must comply with WCAG 2.1, Level AA.	M	Yes	Standard	The MCC IRP system complies with WCAG 2.1, Level AA requirements.
T6.2	Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.	M	Yes	Standard	Explore is not responsible for providing hardware such as display screens, kiosks, or variable message signs. Therefore, compliance with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware does not apply to the MCC IRP system. This requirement would be the responsibility of the agency.
T6.3	Vendor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables https://www.itic.org/policy/accessibility/vpat	M	Yes	Standard	Refer to Section III: Responses to Requirements and Deliverables for the MCC system VPAT 2.5 WCAG.

2.2. Service Level Agreement (SLA) – Table B-2.3 Service Level Requirements

Contractor agrees to the following Service Level Requirements

Criticality (M = Mandatory; P = Preferred).

SERVICE LEVEL AGREEMENT (SLA)					
State Requirements			Vendor		
Reg #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SLA-1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extension thereof.	M	Yes	Standard	Explore agrees to this
SLA-2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and	M	Yes	Standard	Explore agrees to this

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

	requirements of the Contract, including providing upgrades and fixes as required.				
SLA-3	The vendor 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	Yes	Standard	Explore agrees to this
SLA-4	All hardware and software components of the Vendor 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	Yes	Standard	Explore agrees to this
SLA-5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm - Monday through Friday EST.	M	Yes	Standard	Explore agrees to this
SLA-6	<p>The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> 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. Class B Deficiency – Software – important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation – portions of information are missing but not enough to make the document unintelligible; Non-Software – 	M	Yes	Standard	Explore agrees to this

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

	<p>Services were deficient, require reworking, but do not require re-performance of the Service.</p> <ul style="list-style-type: none"> 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. 				
SLA-7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day (8am - 4pm EST) and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support onsite or with remote diagnostic services within four (4) business hours of a request;</p> <p>Class B & C Deficiency - The State shall notify the Vendor of such Deficiencies during regular business hours, and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms, and Requirements of the Contract.</p>	M	Yes	Standard	Explore agrees to this
SLA-8	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	M	Yes	Standard	Explore agrees to this

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

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	Yes	Standard	Explore agrees to this
SLA-10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	Explore agrees to this
SLA-11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	Explore agrees to this
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 the problem.	M	Yes	Standard	Explore agrees to this
SLA-13	The Vendor 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 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.	M	Yes	Standard	Explore agrees to this
SLA-14	The Vendor 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	Yes	Standard	Explore agrees to this

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

SLA-15	The Vendor 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	Yes	Standard	Explore agrees to this
SLA-16	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1.Nature of the Deficiency. 2.Status of the Deficiency. 3.Action plans, dates, and times. 4.Expected and actual completion time. 5.Deficiency resolution information. 6.Resolved by. 7.Identifying number i.e., work order number. 8.Issue identified by.	P	Yes	Standard	Explore agrees to this
SLA-17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1. Meantime between reported Deficiencies with the Software. 2.Diagnosis of the root cause of the problem. 3.Identification of repeat calls or repeat Software problems.	P	Yes	Standard	Explore agrees to this

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

2.3. Compliance Requirements

Agency Compliance Requirements are as follows:

Vendor Risk Assessment Report (VRAR) or current certification of StateRAMP/FedRAMP certification

Data Privacy-NH RSA 260:14

- <https://www.gc.nh.gov/rsa/html/XXI/260/260-14.htm>

IRP Plan

3. SYSTEM ASSESSMENT & ALIGNMENT

Within 60 calendar days of the Effective Date, the Contractor shall conduct a structured System Alignment Assessment to evaluate the system as it relates to:

- The system’s currently deployed configuration;
- The system’s documented and demonstrable standard product capabilities; and
- The State’s operational, regulatory, and business requirements as defined by the State.

The purpose of this assessment is to establish a shared and documented understanding of current system behaviors, as configured by, or at the direction of the State, and to identify potential opportunities for discussion, to improve workflows, without creating an obligation to implement any such opportunities, except as expressly agreed pursuant to an approved Change Order.

3.1. Assessment Deliverable

The Contractor shall deliver a written System Alignment Assessment Report that includes:

- A summary of the system functionality and workflows as currently configured;
- Identification of areas where configuration, implementation, or process adjustments may be considered to improve alignment with State requirements and business objectives.
- Identification of features and capabilities available within the product that are not currently enabled or utilized by the State and that may be implemented through configuration, administrative setup, workflow adjustment, training, or other standard product capabilities, without requiring product customization, custom development, or third party products;
- Any constraints, dependencies, assumptions or prerequisites relevant to implementation of those features and capabilities; including identification whether an item is: (i) achievable through configuration or standard implementation services within the existing Contract scope and aligned to Exhibit B, Section II; or (ii) outside the existing Contract scope and therefore subject to change order review.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

3.2. Alignment Action Plan

Based on the System Alignment Assessment, the Contractor shall develop an Alignment Action Plan that proposes recommended actions to improve alignment of the system to the State’s requirements and operational reality.

For each recommended action, the plan shall include:

- Description of the alignment opportunity;
- Type of effort required including configuration, process refinement, business workflow adjustment, implementation, or interface;
- Preliminary, non-binding estimates of timeline for completion;
- Dependencies or prerequisites as required;
- Identification of whether the activity is included within the Contract scope; and
- Identification of whether the activity can be completed through existing system configurations, standard administrative settings, workflow adjustment to align with the product, or other out-of-the-box capabilities that do not require customization, software development, or Contractor resources to implement.

Any recommended action identified as outside the existing Contract scope, including custom development, product enhancement, new interface development, or other work not achievable through existing configurable or standard product capabilities, shall be subject to the Change Order provisions of this Agreement, including mutual agreement on scope, schedule, and compensation.

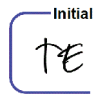
Preparation or submission of the Alignment Action Plan shall not constitute a commitment by the Contractor to perform any recommended action.

3.3. Implementation of Approved Actions

Upon State review and written approval of recommended alignment actions, the Contractor shall implement the approved alignment action in accordance with this section.

Approved actions that are achievable through existing system configuration, standard administrative settings, workflow setup, business rule configuration, or other out-of-the-box product capabilities, and that are otherwise within the existing Contract scope, shall be implemented by the Contractor without requirement of a Change Order.

Approved actions that require software customization, custom development, material modification of existing contracted deliverables, new third-party products or services, or other work outside the existing Contract scope shall be subject to the Change Order provisions of this agreement, including mutual written agreement on scope, schedule, milestones, and no work shall commence until such activities have been completed.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

No alignment action shall be deemed approved unless such approval expressly identifies whether the action is within scope or subject to a Change Order and confirms any applicable adjustments to fees, milestones, or completion dates.

Alignment actions approved by the State, in accordance with this Section, shall be deemed part of the Contractor’s performance obligations, subject only to any express limitation, assumptions, or dependencies identified in the approved Alignment Action Plan or applicable Change Order.

4. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES

PLANNING AND PROJECT MANAGEMENT

1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Data Conversion Plan and Design	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	System Assessment and Documentation of Operational Procedures	Written
16	Alignment Action Plan	Written

INSTALLATION

17	Provide Software Licenses if needed	Written
18	Provide Fully Tested Data Conversion Software	Software
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software

TESTING

20	Conduct Integration Testing	Non-Software
21	Conduct User Acceptance Testing	Non-Software
22	Perform Production Tests	Non-Software
23	Test In-Bound and Out-Bound Interfaces	Software
24	Conduct System Performance (Load/Stress) Testing	Non-Software

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	Non-Software
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SYSTEM DEPLOYMENT

26	Converted Data Loaded into Production Environment	Software
27	Provide Tools for Backup and Recovery of all Applications and Data	Software
28	Conduct Training	Non-Software
29	Cutover to New Software	Non-Software
30	Provide Documentation	Written
31	Execute Security Plan	Non-Software

OPERATIONS

32	Ongoing Hosting Support	Non-Software
33	Ongoing Support and Maintenance	Software
34	Conduct Project Exit Meeting	Non-Software

5. DELIVERABLE REVIEW AND ACCEPTANCE

5.1. 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 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.

5.2. Software Deliverables Review and Acceptance

Page **69** of **103**

Contractor Initials: _____

Date: _____

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

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.

5.3. 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.

5.4. 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.

6. 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.

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.

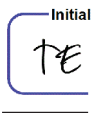
A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

7. 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.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

8. PROJECT MANAGEMENT

8.1. 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 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.

8.2. 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:

Nikki Benz, Government Solutions Account Representative
1-651-405-7361
Nikki.Benz@solera.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:

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

Carlos Barroso, Project Manager
800-531-9125
Carlos.Barroso1@solera.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

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:

Diana Minlschmidt

1-651-405-7293
Government Solutions Product Owner

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

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

Contract or if the State is dissatisfied with Contractor’s replacement of the Project Manager and/or Key Project Staff.

8.3. 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:

Jennifer I. Bailey, Assistant Director
603-227-4050
Jennifer.I.bailey@dos.nh.gov

The State Project Manager

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

Ashley N. Gray, Administrator III
603-227-4050
Ashley.n.gray@dos.nh.gov

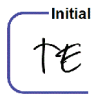
The State Project Manager’s duties shall include the following:

- 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.

9. WORK PLAN

The Contractor’s Project Manager and the State Project Manager shall finalize the Work Plan within fourteen (14) 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.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

Phase	Milestone	Estimated Timeframe
Project	Project Kickoff	Week 1
Phase 1 – Trailer Registration	Requirements Gathering	Weeks 2–3
	Data Migration (If Needed)	Weeks 2 – 17*
	<i>*Estimating 2 to 4 months</i>	
	Configuration & Development	Weeks 4–7
	Internal Testing	Week 8
	User Acceptance Testing (UAT)	Weeks 17 – 20
	Training & Documentation	Week 17
	Production Deployment	Week 19
Phase 2 – Overweight Certification	Requirements Gathering	Weeks 20 -23
	Configuration & Development	Weeks 24–30
	Internal Testing	Weeks 30 – 32
	User Acceptance Testing (UAT)	Weeks 33 – 36
	Training & Documentation	Week 33
	Production Deployment	Week 38

10. ACCEPTANCE & TESTING SERVICES

All services, configurations, deliverables, and alignment activities performed under this agreement shall be subject to testing, review, and acceptance by the State. Testing is intended to validate the system operates in accordance with the requirements of this Exhibit, supports the State business workflows, and functions consistently with system capabilities. Testing shall be conducted in a manner that allows the State to confirm that the configured system’s behavior aligns with documented requirements and agreed upon and documented workflows.

The Contractor’s testing methodology follows industry-standard practices aligned with Agile and develops principles, ensuring continuous validation throughout the project lifecycle. The approach includes:

- Test Planning: Early engagement with stakeholders to define scope, objectives, and success criteria.
- Test Design: Creation of test cases and scripts based on business requirements, compliance needs (e.g., IAL2, CUI), and user stories.
- Environment Setup: Dedicated environments for unit, integration, performance, and UAT testing.
- Execution & Reporting: Iterative test cycles with real-time defect tracking and reporting.
- Acceptance & Validation: Formal UAT with State participation and sign-off. Testing phases include:
 - Unit Testing
 - System Integration Testing
 - Regression Testing

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

- Performance & Load Testing
- Security & Penetration Testing
- User Acceptance Testing (UAT)

The Contractor will provide:

- Virtual training sessions
- User documentation and quick reference guides
- Remote support staff
- Dedicated UAT environment
- Weekly/Daily (as needed) status updates and issue resolution meetings

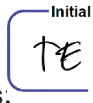
Explore currently utilizes the following testing tools as part of the MCC solution testing process:

- JIRA / TestRail: Used for test case management and defect tracking
- Jira / ServiceNow: Used for defect tracking and issue resolution workflows
- Selenium / Appium / NUnit: Used for automated functional testing
- Jenkins: Supports automated Continuous Integration (CI) and Continuous Delivery (CD) testing
- ReportPortal: Provides automated reporting and test result visualization
- Apache JMeter: Used for performance and load testing
- Invicti / Tenable / Contrast Security / GitHub: Used for security and penetration testing
- Postman: Used for API testing and validation

These tools are actively used by Explore to ensure quality, performance, and security throughout the development and deployment lifecycle. They are not available for direct use by the State, and any required licenses or subscriptions are paid for and managed by Explore. The State will not be required to purchase or maintain any proprietary testing tools unless specifically requested or preferred.

● Table C – 2.3 Testing

Test Phase	Vendor Role /Responsibility	State Role /Responsibility	Tools	Time-frame
Management of Testing Process	Lead planning, coordination, reporting	Oversight, feedback	JIRA, Confluence	Project-wide
Test Planning	Develop strategy, schedule, resources	Review and approve	JIRA	Initiation

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

Test Scenario Development	Create scenarios from requirements	Validate scenarios	TestRail	Planning
Data Preparation	Generate test data, anonymize CUI	Provide sample data	Custom scripts	Planning
Unit Testing	Execute and log results	Monitor progress	NUnit, Moq	Dev cycles
System Integration Testing	Validate end-to-end workflows	Participate in review	Postman, JMeter	Mid-project
Defect Tracking	Log, triage, resolve defects	Classify, prioritize	ServiceNow, JIRA	Continuous
Application Stress Testing	Simulate peak loads	Review results	JMeter	Pre-UAT

11. MAINTENANCE, OPERATIONS AND SUPPORT

11.1. 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.

11.2. 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 four (4) 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 four (4) hours of notification of planned corrective action.

11.3. 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.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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.

11.4. Contract Warranties and Representations

System

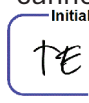
The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

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:

- 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

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

- 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

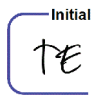
Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

12. DATA PROTECTION

12.1. 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.
- 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.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

- 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.

12.2. 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.

12.3. 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.

12.4. 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:

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES**

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

- 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.

13. 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

14. 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

15. TRAINING

The Contractor shall provide the following Training Services:

A flexible, role-based training model that ensures users are prepared to utilize new system features from day one of deployment. Training will be delivered through the following formats:

- Live Virtual Sessions via Microsoft Teams
Interactive sessions tailored to specific user groups (e.g., IRP processors, IRP auditors) to walk through new workflows and UI changes. These sessions will include Q&A and screen-sharing demonstrations.
- On-Demand Training Modules
Short video tutorials and walkthroughs covering new features, accessible via the MCC

Page **80** of **103**

Contractor Initials: _____

Date: _____

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

portal. These can be reused by the State for future onboarding or refresher training.

- **Printable Quick Reference Guides**
Step-by-step instructions for new functionality, such as adding trailers to fleets, available in PDF format.
- **Optional One-on-One Support**
For key stakeholders or trainers, we offer personalized sessions to ensure deep understanding and readiness to train others.
- **Training Schedule**
As the incumbent vendor, Explore anticipates a limited scope for new feature development. Accordingly, formal training will be streamlined and scheduled to align with the feature release cycle and based upon the System Assessment and Action Plan.

Training will be conducted online when a new feature is moved to the QA environment. This timing allows State staff to receive instruction while also having the opportunity to test the feature prior to production deployment. Sessions will be recorded and made available for future reference.

Due to the targeted nature of these updates.

Training will be coordinated directly with State stakeholders to ensure alignment with availability and readiness.

To ensure users are equipped to confidently navigate and utilize the MCC IRP system, the Contractor shall provide a comprehensive suite of documentation resources tailored to both online users and agency staff. These materials shall be designed to support initial training and ongoing reference needs:

Integrated Help System

Accessible via the Help link within the MCC website, this resource is structured to serve both online users (carriers and licensing agents) and internal staff. It includes searchable guidance, contextual help, and links to additional resources.

System Manuals

Manuals are organized by major functional areas and include:

- Business rules and validation logic
- User security requirements
- Workflow descriptions

These manuals are provided in electronic format via the MCC SharePoint site, which is securely accessible to authorized State users.

Step-by-Step “How-To” Training Documents

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

These documents walk users through common transactions and processes. They are available both electronically (via SharePoint) and in printed format for use during onsite or virtual training sessions.

Training Videos

Short, focused videos are available for high-frequency transaction types, such as renewals and fleet updates. These are embedded within the Help System for easy access by online users.

All documentation is maintained and updated in alignment with system changes. For any new features introduced as part of this RFP (e.g., trailer registration), updated materials will be delivered at least two weeks prior to deployment.

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.

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Initial


STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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:

New Hampshire Department of Safety
Division of Motor Vehicles
33 Hazen Drive
Concord, NH 03305

Page **83** of **103**

Contractor Initials:

Date: 4/16/2026

Initial


STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
 20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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. PAYMENT SCHEDULE

8.1. Contract Type

This is a Fixed Firm Price 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.

8.2. Activities / Deliverables / Milestones Pricing

PLANNING AND PROJECT MANAGEMENT

1	Conduct Project Kickoff Meeting	Non-Software	\$ -
2	Work Plan	Written	\$ -
3	Project Status Reports	Written	\$ -
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	\$ -
5	Security Plan	Written	\$ -
6	Communications and Change Management Plan	Written	\$ -
7	Software Configuration Plan	Written	\$ -
8	Systems Interface Plan and Design/Capability	Written	\$ -
9	Testing Plan	Written	\$ -
10	Data Conversion Plan and Design	Written	\$ -
11	Deployment Plan	Written	\$ -

Page 84 of 103

Contractor Initials: TE

Date: 4/16/2026

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
 20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

12	Comprehensive Training Plan and Curriculum	Written	\$ -
13	End User Support Plan	Written	\$ -
14	Business Continuity Plan	Written	\$ -
15	System Assessment and Documentation of Operational Procedures	Written	\$ 34,155.00
16	Alignment Action Plan	Written	\$ 11,385.00

INSTALLATION

17	Provide Software Licenses if needed	Written	\$ -
18	Provide Fully Tested Data Conversion Software	Software	\$ -
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	\$ -

TESTING

20	Conduct Integration Testing	Non-Software	\$ -
21	Conduct User Acceptance Testing	Non-Software	\$ -
22	Perform Production Tests	Non-Software	\$ -
23	Test In-Bound and Out-Bound Interfaces	Software	\$ -
24	Conduct System Performance (Load/Stress) Testing	Non-Software	\$ -
25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	\$ -

SYSTEM DEPLOYMENT

26	Converted Data Loaded into Production Environment	Software	\$ 90,000.00
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	\$ -
28	Conduct Training	Non-Software	\$ -
29	Cutover to New Software	Non-Software	\$ 185,300.00
30	Provide Documentation	Written	\$ -
31	Execute Security Plan	Non-Software	\$ -

OPERATIONS

Page 85 of 103
 Contractor Initials: TE
 Date: 4/16/2026

Initial
TE

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
 20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

32	Ongoing Hosting Support	Non-Software	\$ -
33	Ongoing Support and Maintenance	Software	\$ -
34	Conduct Project Exit Meeting	Non-Software	\$ -

Total	\$ 320,840.00
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8.3. Software Operations, Maintenance and Support Pricing

	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	*SFY 2032	*SFY 2033
MCC, IRP, Trailers, Overweight Certificate Maintenance	\$ 185,660.00	\$ 185,660.00	\$ 185,660.00	\$ 187,516.00	\$ 187,516.00	\$ 187,516.00	\$ 187,516.00
Total					\$ 932,012.00		

* Denotes optional year

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Initial
TE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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.

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

Page **87** of **103**

Contractor Initials: 

Date: 4/16/2026

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

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

Initial
TE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
20XX-XXX MOTOR CARRIER SERVICES
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

Software acquired by the State directly or through third parties, which may be integrated with the Contractor’s deliverables.

9. Custom Software

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT E – ADMINISTRATIVE SERVICES**

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	Diana Mintschmidt, Product Owner 651-405-7293 Diana.Mintschmidt@solera.com	Jennifer L. Bailey, Project Manager Ph:(603)227-4050 jennifer.l.bailey@dos.nh.gov	5 Days
Second	Nikki Benz, Account Representative 651-405-7361 Nikki.Benz@solera.com	John C. Marasco, Project Sponsor Ph: (603)227-4050 john.c.marasco@dos.nh.gov	10 Days
Third	Elizabeth Newcomb, Director of Operations 651-405-7341 Elizabeth.Newcomb@solera.com	Robert L. Quinn, Commissioner Ph: (603)223-3889 robert.l.quinn@dos.nh.gov	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

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT E – ADMINISTRATIVE SERVICES**

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.

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

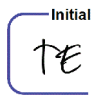
6.1. Access to State Systems

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.

Initial


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT E – ADMINISTRATIVE SERVICES**

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 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. 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT E – ADMINISTATIVE SERVICES**

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Page **93** of **103**

Contractor Initials: _____

Date: 4/16/2026

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
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
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Base Jurisdiction	Member Jurisdiction, to which an Applicant applies for apportioned registration under the Plan or the Member Jurisdiction that issued apportioned registration to a Registration under the Plan.
Cab Card	Evidence of registration, other than a plate, issued for an Apportioned Vehicle registration under the Plan by the Base Jurisdiction and carried in or on the identified vehicle.
Commercial-Off-the-Shelf-Software	Software that is purchased from a vendor and is ready for use with little to no change.
Commercial Vehicle Information Exchange Window (CVIEW)	The FMCSA interface enabling data exchange among state/federal systems for PRISM/SAFER.
Confidential Information	<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>

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
EXHIBIT F – TERMS AND DEFINITIONS**

Data	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.
Data Breach	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 other than authorized purposes 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.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	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.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	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.
FEIN	Federal Employer Identification Number
Fleet	One or more Apportioned vehicles designated by a registrant for distance reporting under the Plan.
GAAP	Generally Accepted Accounting Principals
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
EXHIBIT F – TERMS AND DEFINITIONS**

Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
HVUT	Heavy Vehicle Use Tax
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
International Data Repository (IDR)	IRP Clearinghouse record set for jurisdictional transmittals used by Member Jurisdictions.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
IRP	International Registration Plan
MAAP	Municipal Agent Automation Project (MAAP) is NH DMV’s Motor Vehicle Registration and Title System
Member Jurisdiction	A jurisdiction that has applied and has been approved for membership in the Plan.
NH DoIT	New Hampshire Department of Information Technology
Non-Public Information	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.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
EXHIBIT F – TERMS AND DEFINITIONS**

Open-Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	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.
Personal Information	“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.
Plan	An agreement providing for registration reciprocity among member jurisdictions.
PRISM	Performance and Registration Information Systems Management is a collaborative effort between federal and state entities. Its purpose is to identify motor carriers with deficient safety records and link their safety fitness to their ability to register and operate vehicles.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Safety and Fitness Electronic Records (SAFER)	FMCSA repository providing safety and registration data for motor carriers.
Security Incident	“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.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
EXHIBIT F – TERMS AND DEFINITIONS**

Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	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.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	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.
State Data	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.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
EXHIBIT F – TERMS AND DEFINITIONS**

State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	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.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
TIN	Tax Identification Number
UCR	Unified Carrier Registration
USDOT	United States Department of Transportation
Verification	Supports the confirmation of authority to enter a computer system application or network.
VISION	Vehicle Information System In an Online Network (VISION) is the NH DMV's system of record.
Warranty	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.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

Initial
TE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
<DOS#> - MOTOR CARRIER SERVICES
EXHIBIT F – TERMS AND DEFINITIONS**

Work Plan	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 MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

Attachment 1 - Business and Technical Requirements (if including as an attachment rather than inserting directly into Exhibit B)

Attachment 2 - Agency Compliance Documents

2. 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

Remainder of this page intentionally left blank.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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: Signed by:
Tom Eggenberger
C0984B5B6C19430... _____ Date: 4/16/2026

Page **102** of **103**
 Contractor Initials: Initial
TE
 Date: 4/16/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS-IRP-01-2026-01 - MOTOR CARRIER SERVICES
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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: Signed by:
Tom Eggenberger
C0984B5B6C19430... _____ Date: 4/16/2026

Page **103** of **103**
 Contractor Initials: Initial
TE
 Date: 4/16/2026

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 EXPLORE INFORMATION SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 14, 2002. 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: **420000**

Certificate Number: **0007909850**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

May 7, 2026

Jennifer Bailey
New Hampshire Department of Safety
Division of Motor Vehicles
33 Hazen Drive
Concord, NH 03305

I, David Babin, hereby certify that I am the duly appointed and acting Secretary of Explore Information Services, LLC, a Delaware limited liability company registered as a foreign limited liability company under RSA 304 C.

I further certify that Tom Eggenberger, Regional Managing Director, is duly authorized to enter into contracts and agreements on behalf of Explore Information Services, LLC with the State of New Hampshire, and to execute any and all documents which may be necessary or desirable to affect such authority.


I hereby certify that the authorization granting such authority has not been amended, rescinded, or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached.

This Certificate of Authority is accompanied by a Secretary's Certificate executed by the duly authorized corporate officer. The Secretary's Certificate attests to the accuracy, validity, and continuing effectiveness of the corporate authorization referenced herein and is provided as sufficient evidence of such authority.

This authority remains valid for thirty (30) days from the date of this Corporate Resolution.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the individual listed above currently occupies the position indicated and has full authority to bind the corporation. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/8/2026

ATTEST: 
David Babin, Secretary

EXPLORE INFORMATION SERVICES, LLC

SECRETARY’S CERTIFICATE

April 28, 2026

This **SECRETARY’S CERTIFICATE** is made and delivered by Explore Information Services, LLC, a Delaware limited liability company (the “**Company**”).

The undersigned, David Babin, does hereby certify on behalf of the Company as follows:

1. He is a duly elected, qualified and acting Secretary & President of the Company and is authorized to execute agreements on behalf of the Company.

2. That Thomas Eggenberger is the duly elected, qualified and acting Managing Director of the Company and is authorized to execute agreements on behalf of the Company.

3. That Alberto Cairo is the duly elected, qualified and acting CFO of the Company and is authorized to execute agreements on behalf of the Company.

4. That Kurt Sames is the duly elected, qualified and acting VP of Business Development of the Company and is authorized to execute agreements on behalf of the Company.


5. That Mavel Navarro is the duly elected, qualified and acting Assistant Secretary of the Company and is authorized to execute agreements on behalf of the Company.

6. All signers herein are authorized to sign under the Company’s Amended and Restated Limited Liability Company Operating Agreement dated as of November 13, 2021. All signers were duly elected and qualified by a Written Consent in Lieu of a Special Meeting of the Sole Member of the Company on July 7, 2021 and granted authority to act as signatories on behalf of the Company.

* * * * *

IN WITNESS WHEREOF, the undersigned, in his capacity as the Assistant Secretary of Company and not individually, has executed this **SECRETARY'S CERTIFICATE** as of date first written above.

EXPLORE INFORMATION SERVICES, LLC

By: 
Name: David Babin
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

6/10/2026

DATE (MM/DD/YYYY)
4/16/2026

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Ste. 600 San Francisco CA 94111	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURED 1411063 Solera Holdings, LLC Explore Information Services, LLC 1500 Solana Blvd Bldg 6, Ste 6300 Westlake TX 76262-5911	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23379893 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GLA 5955914-12	6/10/2025	6/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	GLA 5955914-12	6/10/2025	6/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5955915-12	6/10/2025	6/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #DOS IRP-01-2026-01

CERTIFICATE HOLDER 23379893 N.H. Department of Safety 33 Hazen Drive Concord NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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