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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Transportation, Systems
Management and Operations (TSMO)
July 2, 2021

REQUESTED ACTION

1. Authorize the Department of Transportation to enter into a contract with Green Mountain Communications, Inc. (Vendor #157828) in the amount of $9,388,190.98 to design, build, test, and maintain an Advanced Transportation Management System (ATMS) consisting of Dynamic Part Time Shoulder Use on the I-95 Blue Star Turnpike and the Maine Turnpike from Exit 5 in New Hampshire to Exit 3 in Maine on the northbound barrel and from Exit 2 in Maine to Exit 5 in New Hampshire on the southbound barrel within the Division of Operations effective upon Governor and Council approval, through June 30, 2025 with an option to renew, at the sole discretion of the State, for up to two (2) additional two (2) year optional operation periods up to, but not beyond June 30, 2029, subject to Governor and Council approval. 33% Turnpike Funds and 67% Other-Agency Income.

Project costs will be shared 33.3% by NHDOT, 33.3% by MaineDOT, and 33.3% by the Maine Turnpike Authority (MTA). The three entities have agreed to separate Memorandum of Agreements for both the Design phase and the Construction phase of this joint venture project.

Funds to support this request are available in the following accounts in SFY 2022 and SFY 2023 and is contingent upon the availability and continued appropriation of funds for future operating budget in SFY 2024 and SFY 2025 with the ability to adjust encumbrances through the Budget Office between State Fiscal years if needed and justified:

Funding is available as follows:

04-96-96-961017-7025 Renewal – Replacement	SFY 2022	SFY 2023
400-500870 – Highway Contract Pmts – DOT	$4,915,463.71	$4,299,973.03

04-96-96-961017-7032 East NH TPK Blue Star Maintenance	SFY 2024	SFY 2025
024-500225 – Contract Repair Equipment	$131,480.59	$41,273.65

2. Further authorize that a contingency in the amount of $281,645.73 be approved for payment of latent conditions, which may appear during the construction of the project. The contingency requested is 3% of the contract amount.

Funding is available as follows:

04-96-96-961017-7025 Eastern NH Turnpike	SFY 2023
400-500870 – Highway Contract Pmts - DOT	$281,645.73

3. Authorize the Department of Transportation (NHDOT) to enter into a Cooperative Agreement with the State of Maine to allow the department to bill the Maine Department of Transportation (MaineDOT) and the Maine Turnpike Authority (MTA) for costs associated with implementation and construction of this Intelligent Transportation System (ITS) project. (Project construction costs will be shared 33.3% by NHDOT, 33.3% by MDOT, and 33.3% by MTA).

EXPLANATION

The above referenced project involves engaging one Team to design and build an Advanced Transportation Management System (ATMS) consisting of Dynamic Part Time Shoulder Use on the I-95 Blue Star Turnpike and the Maine Turnpike from Exit 5 in New Hampshire to Exit 3 in Maine on the northbound barrel and from Exit 2 in Maine to Exit 5 in New Hampshire on the southbound barrel. This project includes new ITS field devices and a new wired and wireless communications network connecting the field devices to the existing Transportation Management Center (TMC), as well as completing the redundant communications ring for the three Portsmouth bridges connecting New Hampshire to Maine including the I-95 High Level Bridge, the Sarah Mildred Long Bridge, and the Memorial Bridge. This roadway sees the largest volume of vehicles in both states and is a major trucking route. The area near and on the Piscataqua River Bridge between New Hampshire and Maine is routinely a location of heavy congestion in both the southbound and the northbound directions, sees the most delayed traffic regularly in the state, sees traffic incidents and secondary incidents, has countless near misses, contributes to driver frustration, and in some cases road rage.

The intent of this project is to develop and implement an ATMS to proactively manage traffic, reduce congestion and maximize capacity of this critical river crossing. A key element to this ATMS will be the utilization of the shoulders on the bridge and surrounding approaches to carry additional traffic in peak periods of congestion.

A Request For Proposal (RFP 2021-003) was developed using a procurement approach based on combined overall scoring of the technical proposal and cost proposal apportioned at 70% and 30%, respectively.

The Contract resulting from this RFP is a firm fixed price, which includes the following: systems engineering, design, permitting, construction, integration, and a 24-month maintenance period. The state, with support from MaineDOT and MTA, has the sole discretion to extend the maintenance period for up to two additional 24-month periods. The Department of Information Technology (DoIT) reviewed and approved the RFP on November 5, 2020 prior to Contractor solicitation. The RFP consisted of four Books; Book 1 – RFP, Book 2 – Technical Provisions, Book 3a – Special Provisions, Book 3b Federal Provisions, Book 4 – 30% Conceptual Plans and various supporting documents.

On February 17, 2021 the Department publicly advertised the subject RFP. The RFP stated that the Department has established an approximate budget for this project of between $7.75 million and $8.0 million. During the response period, the Department conducted a confidential Contractor Conference for all Contractors who responded with intent to submit and entertained questions and/or inquiries from the Contractors. Proposals were received from the following Contractors in accordance with the requirements for submission, including the stipulated deadline of May 12, 2021 for the Technical Proposal and May 17, 2021 for the Cost Proposal:

VENDOR TEAM NAME

- Green Mountain Communications, Inc. (GMCI);
- SPS New England Inc.

Proposals from each Team were reviewed by the RFP Selection Committee, which consisted of members from NHDOT, MaineDOT, and MTA, along with technical review support by the consulting firm Vanasse Hangen Brustlin (VHB). The Selection Committee was comprised of Bureau of Traffic Administrator, Bureau of (TSMO)

ITS Project Manager, Bureau of Turnpikes Asset Management Engineer, MaineDOT Assistant State Traffic Engineer, MTA's Chief Operations Officer, and MTA's Director of IS and Communications.

On May 19, 2021, the Selection Committee and Technical Advisors held Oral Interviews with the two Contractor Teams. Each Team conducted a presentation describing their Team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; and participated in an open question and answer period. Following the interviews, the Selection Committee met to discuss the Team interviews and to finalize the ratings of the Proposals.

The Selection Committee used the table below to rate the technical aspect of each proposal, taking into account the ATMS Dynamic Part Time Shoulder Use system design and technical aspects; the firm's qualifications such as: project Team, capabilities, references, implementation, transition, and delivery approach. The Technical aspect accounted for 700 of the total 1000 maximum points. A minimum of 400 points were required, as specified in the RFP, to open the Cost Proposal and for further consideration in the overall selection process.

CATEGORIES	POINTS
TECHNICAL PROPOSAL – The technical proposal includes several sub-categories with a total maximum score of 700	**700**
Section I: Project Understanding	*50*
Section II: Contractor's Qualifications	*100*
Section III: Management Summary and Key Personnel	*200*
Section IV: Work Plan	*350*
COST PROPOSAL – Total maximum score of 300	**300**
MAXIMUM AVAILABLE SCORE	**1000**

*The following formula was used to assign points for the Cost Proposal: Contractor's Cost Score = (Lowest Proposed Cost/Contractor's Proposed Cost) multiplied by the available 300 points.

Based on the above mentioned analysis, the Selection Committee identified that both Teams received technical scores exceeding 400 points and that both were worthy of consideration in the selection process.

The cost proposals were opened on May 25, 2021 following the submission of the Technical Proposals, the Oral Interviews, and the Cost Proposals.

The RFP included a list of the individual bid items on a bid items form included as Appendix F-1 in the RFP. The bid items form was divided into six sections that cumulatively made up the Cost for the proposal. The sections consisted of 1) Project Administration, 2) Engineering (Design), 3) Construction, 4) Subsystems, including (Closed Circuit TV (CCTV), Dynamic Message Signs (DMS), Motor Vehicle Detection Systems (MVDS), Blank out signs (BOS), Lane Use Signs (LOS), movable gates, flashing beacons, existing equipment, and communications, 5) Testing, Integration, and Training, and 6) System Maintenance and Warranty. The following table outlines the Committee's Technical scoring, each Team's Cost Proposal, corresponding price score, and total score:

Team	Technical Score (max. 700 points)	Total Price Score (max. 300) points)	Total Score
GMCI	625	300	925.0
SPS	629	201.6	830.6

Based on the Selection Committee's Proposal review and interview process, the committee has concluded that GMCI's proposal meets, and or exceeds, each of the stated goals in the RFP.

The RFP states that the Department reserves the right, at its discretion, to make an award by item, by a part of an item, by groups of items, or by the total proposal in accordance with the Department's available budget. This statement provides the Department's justification to negotiate a final project cost with the highest scoring Team.

Given the submitted price proposal, a bid analysis confirmed that the Cost was commensurate with the work proposed in the RFP. NHDOT, MaineDOT, and MTA met and all three entities agreed to move forward with the Best Value Team as shown above.

The contingency amount is proposed to be 3% of the contract amount or $281,645.73. This project is a two-season duration contract requiring construction over two winter seasons with potential for unforeseen site conditions that could result in additional work.

This Contract has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The project funding is 33.3 % each for NHDOT, Maine DOT, and Maine Turnpike Authority. New Hampshire's 1/3 share is 100% Turnpike Funded from the Renewal and Replacement Program.

Due to the size of this contract, being 1,600 pages plus, the full contract is available at the Department of Transportation, 7 Hazen Drive, to view fully should you wish to.

It is respectfully requested that this resolution be approved.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments
cc: B. Cass
J. Corcoran
D. Rodrigue
M. Servetas
S. Klasen
C. Blackman

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

Denis Goulet
Commissioner

July 26, 2021

Victoria F. Sheehan, Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Green Mountain Communications, Inc., of Pembroke, NH, as described below and referenced as DoIT No. 2021-003.

This contract is to design, build, test, and maintain an Advanced Transportation Management System (ATMS) consisting of Dynamic Part Time Shoulder Use on the I-95 Blue Star Turnpike and the Maine Turnpike from Exit 5 in New Hampshire to Exit 3 in Maine on the northbound barrel and from Exit 2 in Maine to Exit 5 in New Hampshire on the southbound barrel within the Division of Operations effective upon Governor and Council approval. Project costs will be shared 33.3% by NHDOT, 33.3% by MaineDOT, and 33.3% by the Maine Turnpike Authority (MTA). The three entities have agreed to a separate Memorandum of Agreements for both the Design phase and the Construction phase of this joint venture project.

The Price Limitation is $9,388,190.98 and the contract shall become effective upon Governor and Executive Council approval through June 30, 2025.

A copy of this letter should accompany your Agency submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DOT 2021-003
cc: Charlie Burns, IT Lead DoIT/DOT

March 25, 2021

MEMORANDUM OF AGREEMENT
Between
THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
And
THE MAINE DEPARTMENT OF TRANSPORTATION
And
THE MAINE TURNPIKE AUTHORITY
For the
CONTINUED DEVELOPMENT AND CONSTRUCTION OF AN ACTIVE TRANPORTATION MANAGEMENT SYSTEM ON THE INTERSTATE 95 HIGH LEVEL BRIDGE OVER THE PISCATAQUA RIVER

CONSTRUCTION PHASE

This Agreement is entered into this 22nd day of July, 2021 by and between the New Hampshire Department of Transportation (NHDOT), the Maine Department of Transportation (MaineDOT), and the Maine Turnpike Authority (MTA), the partnering agencies, hereinafter referred to as "the PARTIES", for the purpose of jointly and collaboratively continuing the development of and the construction of an Active Transportation Management System (ATMS) for management of traffic and congestion on the Interstate 95 High Level Bridge over the Piscataqua River between Portsmouth, New Hampshire and Kittery, Maine, hereinafter the "PROJECT". The ATMS includes the electronic signage, all the mounting equipment and hardware, communications equipment, construction, and the installation. The chosen solution has been identified as using the low speed shoulder as an additional travel way during peak travel times in both directions:

BACKGROUND

The PARTIES have a long history of cooperatively managing and maintaining the jointly owned bridges over the Piscataqua River between Portsmouth NH and Kittery ME. This Agreement continues the tradition of managing and improving traffic operations along the vital I-95 connection, which is the goal of this PROJECT.

The PARTIES are presently constructing a project for the rehabilitation of the I-95 High Level Bridge and its approaches (MaineDOT project WIN019270.00; NHDOT project Portsmouth-Kittery 16189) (I-95HLB project). During the development of the I-95HLB project, the need to better manage and accommodate the chronic seasonal congestion over the bridge was identified as a goal. The I-95HLB project is making modifications to the typical section lanes and shoulder widths to facilitate the utilization of the shoulders as a fourth travel lane to help alleviate congestion during peak travel periods. To accomplish this goal, the PARTIES will complete the PROJECT for the I-95 High Level Bridge and its approaches. While the I-95HLB project will have Intelligent Transportation System (ITS) elements as part of the detailed traffic management plan for construction, the construction of a permanent ATMS is being undertaken as a separate, independent effort with this PROJECT. The PARTIES executed a previously agreed to Memorandum of Agreement (MOA) for the Preliminary Design Phase (signed on September 2, 2019), which brought the PROJECT to a 30% conceptual design level. This Final Design and Construction Phase MOA will bring the PROJECT from a 30% conceptual Design Phase to 100% designed and constructed and will entail using NHDOT's established Design-Build process that allows construction to begin prior to finishing the design.

March 25, 2021

AGREEMENT

Accordingly, the PARTIES hereby agree as follows:

1. This Agreement is for the Final design & Construction Phase.

2. PROJECT COSTS. For the Final Design & Construction Phase of this PROJECT will be split equally between the PARTIES, at 33.33% each. The total estimated costs of the PROJECT is ~~$8,530,000~~ $9,918,190.98. The PARTIES agree to share in the actual costs of the PROJECT in accordance with this agreement.

Updated per Bids received on 5/25/21

PHASE	Estimated MAINEDOT 33.33%	Estimated NHDOT 33.33%	Estimated MTA 33.33%	Estimated Project Total
Final Design & Construction	~~$2,666,667~~ $3,129,396.99	~~$2,666,667~~ $3,129,397.00	~~$2,666,667~~ $3,129,396.99	~~$8,000,000~~ $9,388,190.98
Construction Engineering - VHB	$60,000	$60,000	$60,000	$180,000
Construction Engineering - NHDOT	$116,667	$116,667	$116,667	$350,000
Total	~~$2,843,333~~ $3,306,063.99	~~$2,843,333~~ $3,306,064.00	~~$2,843,333~~ $3,306,063.99	~~$8,530,000~~ $9,918,190.98

CEB

a. As part of this Agreement MaineDOT will be responsible to reimburse NHDOT for MTA's initial share of the Construction costs up to the total amount that MTA paid on MaineDOT's behalf for the Design Phase as described in MaineDOT's letters to MTA dated May 10th 2020, September 23rd 2020, and December 21st 2020, see Appendix A, B, and C.

b. This Agreement is primarily for PROJECT Final Design & Construction costs, and each agency shall be responsible for internal staff costs incurred in their supporting efforts on this PROJECT.

c. For the purposes of this project, payment of MTA's share of the costs, including any direct costs to the project constitutes allocation of MTA funds to a MaineDOT project for the purposes of 23 MRSA §1961(7).

d. Any grants or other discretionary funds received for the PROJECT shall be applied to the total PROJECT costs prior to determining final cost sharing by the PARTIES.

e. Federal funds for the MaineDOT portion and non-federal funds for the NHDOT and MTA portion will be used on the PROJECT. All FHWA rules will be followed in the execution of the RFP and the resulting contracts related to this PROJECT. MaineDOT will not reimburse for any costs incurred that are considered non-participating by its federal partners.

f. All decisions with cost implications (i.e., scope, fee, Construction award, design modifications, etc.) relative to this Agreement will require the documented agreement of all the PARTIES prior to proceeding.

g. NHDOT shall obtain written concurrence from MaineDOT and MTA prior to executing any construction Change Orders over $25,000.

h. NHDOT shall notify MaineDOT and MTA of all construction Change Orders up to $25,000.

3. INVOICING. NHDOT as lead agency will continue to administer Consultant contract(s) and Contractor contracts(s), pay invoices, and bill the partnering agencies their share of these costs. NHDOT intends to bill these costs monthly. The partnering agencies shall make progress payments upon 30 calendar days of receipt of acceptable invoices rendered by NHDOT. Should, in the course of this Design-Build development, it be determined best for one of the other agencies to contract supporting design or system development services, this same reciprocal arrangement will apply.

   a. If either of the partnering agencies do not concur with the invoice charges, they must contact NHDOT in writing within 15 days from the date of the invoice.

4. The PARTIES will continue to work cooperatively and collaboratively on the PROJECT for the I-95 Bridge over the Piscataqua River and the adjoining roadway approaches.

5. NHDOT will continue to be the lead agency for the Design-Build development and administration of the proposed PROJECT contract. This will involve securing and administering a Design-Build contract to facilitate the development of the PROJECT's final design and the construction. The final design development is anticipated to take place during the early stages of construction. This approach will include the selection of a Design-Build Team, who will then provide the preliminary system design, final detail design, system configuration, and finally the construction of the PROJECT's part time shoulder running solution.

6. While NHDOT is lead agency for administering and managing the PROJECT development and construction, all decisions regarding the PROJECT will be made jointly by consensus amongst the PARTIES. The PARTIES shall continue to designate a representative to serve on the Project Management Sub-committee who will assist NHDOT's Project Manager in the day to day oversight of the PROJECT and who will be the agency's point of contact and liaison on the PROJECT. In addition, as has been previously assigned, the PARTIES shall continue with their current designation of representatives for the Development and Selection Taskforce and the Technical Advisors and Stakeholders groups.

7. The PARTIES understand and agree they will all actively participate in the evaluation and selection of the selected Design-Build Contract team through the Development and Selection Taskforce.

8. For critical decision points at key milestones, the PARTIES will continue to convene a larger committee of senior management officials with authority to make these decisions for the respective agency's efforts.

9. The PARTIES understand and agree that all parties directly involved with developing, review, and rating of the RFP proposals will be required to sign and conform to a NON-DISCLOSURE AGREEMENT for CONFIDENTIAL INFORMATION.

10. The PARTIES agree to coordinate relative to any public meetings or public outreach for the PROJECT, to present and participate in discussions as needed and as appropriate in each other's respective Sate and communities.

11. OWNERSHIP OF DOCUMENTS. Any and all work products shall become the joint property of the PARTIES for their use.

    a. The PARTIES shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers, and records pertaining to this PROJECT, including but not limited to accounting and auditing records upon which costs are based, as well as to review all PROJECT related work being conducted in accordance with this Agreement.

12. TERMINATION. Any of the partnering agencies may postpone, suspend, abandon or otherwise terminate this Agreement upon 30 days written notice to the other partnering agencies and in no event, shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by the partnering agency or specifically as the result of any failure by either of the other partnering agencies to perform as required under this Agreement.

13. The PARTIES shall comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, FHWA compliance, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

14. The PARTIES understand that a future Memorandum of Operations and Maintenance Agreement (MOMA) shall be developed to guide future long term maintenance and operational goals set by the PARTIES.

    a. The future MOMA shall define the roles and responsibilities; the length of time commitment for the PARTIES, including but not limited to the operations, maintenance, payment of utility bills demarcated at the State line, and term limits of the new shoulder running system ATMS.

15. The PARTIES agree to make long term funding for this system a priority in future budget cycles to ensure the long term success of this PROJECT.

16. This Agreement sets forth a cooperative agreement between the PARTIES for the final design, construction and development of the PROJECT. The policy and financial obligations set forth in this Agreement and implications for the future implementation of the PROJECT are contingent upon ongoing policy support subject to legislative appropriation.

17. This Agreement and all obligations of the PARTIES hereunder, shall become effective on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire.

IN WITNESS WHEREOF, the respective PARTIES have hereunto set their hands on the dates indicated.

March 25, 2021

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: Victoria F. Sheehan Date: July 22, 2021

Victoria F. Sheehan, Commissioner, NH Department of Transportation

MAINE DEPARTMENT OF TRANSPORTATION

By: Bruce A. Van Note Date: 4/23/21

Bruce Van Note, Commissioner, Maine Department of Transportation BAVN

MAINE TURNPIKE AUTHORITY

By: Peter Mills Date: 5.3.21

Peter Mills, Executive Director, Maine Turnpike Authority

Approved as to form and execution by the NH ATTORNEY GENERAL this 27 day of July, April, 2021.

By: Takhmina Rakhmatova Date: 27 July 2021

Assistant Attorney General

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

December 21, 2020

Peter Mills
Executive Director
Maine Turnpike Authority

Mr. Mills,

The purpose of this letter is to document our recent conversations regarding funding on the High Level Bridge ITS Project.

Previously, the Maine Turnpike Authority (MTA) and the Maine Department of Transportation (MaineDOT) signed a letter dated May 10, 2020 stating that MTA agreed to pay the MaineDOT share of Project costs during the ongoing Design phase of the Project up to a maximum of $150,000 on the Development of an Active Transportation Management System on the Interstate 95 High Level Bridge over the Piscataqua River, MaineDOT Project WIN 24177.00 (the "Project"). On September 23, 2020 an amendment to that letter was issued and agreed to raising the amount to $170,000. MaineDOT's portion of the Design phase of the Project is now estimated to be just under $200,000.

As we discussed, MTA and MaineDOT have agreed to the following allocation of responsibility for the shared costs described above:

1. MTA agrees to pay the MaineDOT share of Project costs during the ongoing Design phase of the Project up to a maximum of $200,000 on the Development of an Active Transportation Management System on the Interstate 95 High Level Bridge over the Piscataqua River, MaineDOT Project WIN 24177.00 (the "Project").
2. MaineDOT agrees to pay a portion of MTA's share of project costs during the Construction phase of the Project in an amount equal to the Design phase costs paid by MTA on MaineDOT's behalf as set out in # 2 above.
3. The terms of this letter shall be in effect until such a time that the Project has been completed.

Please indicate your agreement with the understanding that I have set out in this confirmatory letter by signing the acknowledgment line below and returning a copy of the letter with your signed acknowledgment to me at your convenience. We appreciate MTA's cooperation and flexibility in this matter.

Sincerely,

Stephen Landry

Steve Landry
State Traffic Engineer

MAINE TURNPIKE AUTHORITY

Peter Mills Date: 12-21-20

16189B HLB ITS Scoring Summary
Meeting held at 8 am on 5/25/21

SPS

	Availible Points	Charlie	Emily	Bill L.	Bill Y.	Peter	Steve	Avg	Agreed too
Section 1 -PROJECT UNDERSTANDING	50	50	40	40	50	50	45	46	46
Section 2 - CONTRACTOR'S QUALIFICATIONS	100	97	86	90	100	94	85	92	92
Section 3 - MANAGEMENT SUMMARY	200	195	165	175	185	192	190	184	184
Section 4 - WORK PLAN	350	280	280	315	340	329	300	307	307
Total	700	622	571	620	675	665	620	629	629

Green Mountain

	Availible Points	Charlie	Emily	Bill L.	Bill Y.	Peter	Steve	Avg	Agreed too
Section 1 -PROJECT UNDERSTANDING	50	50	40	40	50	49	35	44	44
Section 2 - CONTRACTOR'S QUALIFICATIONS	100	85	82	85	85	90	95	87	87
Section 3 - MANAGEMENT SUMMARY	200	180	152	175	185	178	180	175	175
Section 4 - WORK PLAN	350	300	305	310	350	318	325	318	318
Total	700	615	579	610	670	635	635	624	624

Signature

Charlie	Charles Blackman, P.E.
Emily	Emily Polychronopoulos, P.E. Digitally signed by Emily Polychronopoulos, P.E. Date: 2021.05.25 11:41:28 -04'00'
Bill L.	25 May 2021
Bill Y.	25 MAY 21 8:50
Peter	05-25-21 12:17 pm
Steve	Steven.Hunnewell@maine.gov

Signature: Steve Hunnewell
Email: Steven.Hunnewell@maine.gov

Signature: Charles Blackman
Charles Blackman (May 25, 2021 12:10 EDT)
Email: charles.e.blackman@dot.nh.gov

STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

I-95 (High Level Bridge) Part-Time Shoulder (PTSU) Use System

Template Revision V4.0

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FORM NUMBER P-37 (version 12/11/2019)

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 Department of Transportation – Bureau of Transportation System Management and Operations (TSMO)		1.2 State Agency Address PO BOX 483 CONCORD, NH 03302-0483	
1.3 Contractor Name Green Mountain Communications Inc.		1.4 Contractor Address 702 Riverwood Drive, Pembroke, NH 03275	
1.5 Contractor Phone Number 603-717-7117	1.6 Account Number 04-96-96-961017-7025 04-96-96-961017-7032	1.7 Completion Date 6/30/2025	1.8 Price Limitation $9,669,836.71
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature Date: 7/2/2021		1.12 Name and Title of Contractor Signatory Victor Drouin, President	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 7/8/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 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.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording

chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended up to Two (2), Two (2) years terms, ("Extended Term") for the extended Operational System Maintenance and Warranty at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond the date shown in Exhibit B, Section 3 - ACTIVITY, DELIVERABLE, AND MILESTONE under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. 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. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, 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 shall be liable 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.

9.2 Termination Procedure

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

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
d. Take no action to intentionally erase any State data until directed by the State;
e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
g. Securely dispose 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.

9.2.3 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").

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

A.5 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 of the State. Confidential Information includes any and all information owned or managed by the State of NH or the State of Maine - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected 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. 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 Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by 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.

A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 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.

A.7 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

25.1 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.

25.2 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.

26. 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.

27. 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.

28. GOVERNMENT APPROVALS

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

29. 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 Transportation Contract Agreement NHDOT RFP 2021-003.

ii. State of New Hampshire, Department of Transportation RFP 2021-003 I-95 (High Level Bridge) Part-Time Shoulder Use System as amended by the Four (4) RFP Addenda.

   a. Book 1 – RFP
   b. Book 2 – Technical Provisions
   c. Book 3a – Special Provisions
   d. Book 3b – Federal Provisions
   e. Book 4 – 30% Concept Plans

iii. NHDOT Standard Speciation's, Standard Plans, and Guidance Documents.

iv. All other NHDOT Specifications, Standards, and Guidance Documents.

v. MaineDOT and MTA Specifications, Standards, and Guidance Documents.

vi. Federal Specifications, Standards, and Guidance Documents.

vii. Any other Specifications and Guidance Materials listed in Section 1.5.2 of Book 1.

viii. Supporting documents found in the Appendices of Book 1 and Book 2.

ix. Traffic Control Conference report dated 6/24/21

x. June 28, 2021 Email confirming timeframe to exercise extended maintenance and warranty

xi. June 28, 2021 Email confirming Tower height requirements

xii. GMCI Proposal Response to Department of Transportation RFP 2021-003 (High Level Bridge) Part-Time Shoulder Use System dated May 20, 2021

xiii. Additional Contractor Provided Documents (see Exhibit G)

a. May 19, 2021 GMCI Oral Presentation PDF

b. Contractor Quote, Form F-1 (see Exhibit G)

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 purpose of this RFP is to procure an intelligent transportation system (ITS) hardware and software system with associated services. The proposed system will provide for a dynamic part-time shoulder use (PTSU) system operating along Interstate 95 (I-95) northbound from Exit 5 in New Hampshire to Exit 3 in Maine and along I-95 southbound from Exit 2 in Maine to Exit 5 in New Hampshire. This proposed system includes ITS hardware deployed along I-95 and the Maine Turnpike, along several approach ramps, and along arterial streets in Kittery, Maine and software integration and updates to the New England Compass Advanced Transportation Management System (ATMS) to manage and monitor the PTSU system.

To support the ITS systems described above, the existing microwave wireless communication infrastructure along the I-95 bridge over the Piscataqua River shall be modified. The existing communication design is provided in Appendix I. This Project includes installation of two communications equipment shelters (one in Maine and one in New Hampshire), new and modified communications systems, and a new climbable antenna mounting structure. This new climbable antenna mounting structure shall provide line of sight access to the Hobbs Hill Water Tank at Pease and to the Sarah Mildred Long (SML) Bridge. New microwave wireless paths to support multiple ITS devices on the I-95 High Level Bridge (HLB) are shown in Appendix J.

The proposed PTSU system will consist of an interconnected system of several ITS devices, including closed circuit television cameras, dynamic message signs, blank out signs, motor vehicle detection systems, a motorized gate system, overhead lane use signals, and flashing beacon signs. The PTSU system will also consist of infrastructure improvements including signs and sign supports, concrete foundations, guardrail, conduit and pull box systems, erosion and sediment controls, temporary traffic controls, and related design and construction activities.

2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

3. 2.1 ACTIVITY, DELIVERABLE, AND MILESTONE

The dates below are assuming a G&C approval date of 8/18/21. In the event that G&C approval is granted at a later date, the number of days between 8/18/21 and the G&C approval date will be added to the Final Acceptance Date shown below.

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

	Activity, Deliverable, or Milestone	Deliverable Type	Estimated Delivery Date
PROJECT MANAGEMENT AND PRELIMINARY DESIGN (60%)			
1	Conduct Project Kickoff Meeting	Other	September 2021
2	Set-up Contract Administrator's Office and Equipment (NTP2 Requirement)	Hardware	September 2021
3	Submit Project Management Plan (PMP) (NTP2 Requirement)	Written	September 2021
4	Submit Quality Management Plan (QMP) (NTP2 Requirement)	Written	September 2021
5	Submit Draft Physical Security Plan (NTP2 Requirement)	Written	September 2021
6	Conduct Preliminary System Design Kickoff Meeting	Other	September 2021
7	Submit Camera Video Recordings/ Images	Written	October 2021
8	Submit Preliminary Structural Details with Calculations	Written	November 2021
9	Supplemental/Final Geotechnical Engineering Report	Written	November 2021
10	Submit Draft Communications Plan	Written	December 2021
11	Submit Draft Network Architecture and Description	Written	December 2021
12	Final Pavement Marking Plans	Written	December 2021
13	Submit Draft Traffic Management Plan	Written	December 2021
14	Submit Draft Subsystems Block Diagrams	Written	December 2021
15	Submit Draft TMC/TMCC Installation Plans	Written	December 2021
16	Submit Guardrail Calculations	Written	December 2021
17	Submit Power Plant Load Analysis	Written	December 2021
18	Submit Draft Security Plan	Written	December 2021
19	Submit Draft Operations and Maintenance Access Plan	Written	December 2021
20	Submit Draft Integration Specifications and Documentation	Written	December 2021
21	Submit PSD (60%) Plan Set and Narrative	Written	December 2021
22	Submit Preliminary Equipment Book	Written	December 2021

23	Submit Updated Traceability Matrix	Written	December 2021
24	Initiate Construction Activities	Other	February 2022
	FINAL DESIGN (98%-100%)		
25	Conduct Final System Design Kickoff Meeting	Other	February 2022
26	Submit Final Communications Plan	Written	May 2022
27	Submit Final Network Architecture and Description	Written	May 2022
28	Submit Final Structural Details with Calculations and Shop Drawings	Written	April 2022
29	Submit Final Traffic Management Plan	Written	April 2022
30	Submit Final TMC/TMCC Installation Plans	Written	April 2022
31	Submit Updated Security Plan	Written	May 2022
32	Submit Final Operations and Maintenance Access Plan	Written	June 2022
33	Submit FSD (98%) Plan Set and Narrative	Written	June 2022
34	Submit Updated Integration Specifications and Documentation	Written	June 2022
35	Submit Final Equipment Book	Written	June 2022
36	Submit Release for Construction (RFC) Documents (100%)	Written	August 2022
	CONSTRUCTION		
37	Install CCTV Foundations	Hardware	July 2022
38	Install Sign Structure Foundations	Hardware	July 2022
39	Install Pole Mounted CCTVs	Hardware	August 2022
40	Install Sign Structures	Hardware	September 2022
41	Install Bridge Mounted CCTVs	Hardware	September 2022
42	Install ITS Equipment Cabinets	Hardware	August 2022
43	Make Power Connections	Other	August 2022
44	Install Climbable Antenna Mounting Structure Foundation System	Hardware	October 2022

45	Install Communications Hub Building Foundations	Hardware	October 2022
46	Install Climbable Antenna Mounting Structure	Hardware	November 2022
47	Install Communications Hub Buildings	Hardware	November 2022
48	Install HVAC Systems for Communications Hub Buildings	Hardware	December 2022
49	Connect Utilities for the Communications Hub Buildings	Hardware	November 2022
50	Install Wireless Communication Systems	Hardware	December 2022
51	Install and Splice Fiber Optic Cables	Hardware	November 2022
52	Furnish and Fit-up Communications Equipment Shelters	Hardware	February 2023
53	Furnish and Install ITS Equipment Cabinets Equipment	Hardware	December 2022
54	Install MVDS	Hardware	November 2022
	TESTING		
55	Fiber Optic Cable Testing	Other	January 2023
56	Stand-Alone ITS Device Testing	Other	Jan-March 2023
57	Subsystem Testing	Other	March 2023
58	Central Control Testing	Other	March-April 2023
59	Operational Acceptance Testing	Other	April-June 2023
	SYSTEM DEPLOYMENT		
60	Coordination with SwRI for New England Compass ATMS PTSU Module	Other	October 2021 – June 2023
61	Make Final System Connections	Other	November 2022 – January 2023
62	Submit Training Plans	Written	May 2023
63	MVDS Validation Testing	Other	March 2023
64	CCTV Nighttime Testing	Other	April 2023
65	Conduct System Training	Other	June 2023
66	Submit As Built Documentation	Written	June 2023

MAINTENANCE AND OPERATIONS			
67	Final System Acceptance	Other	June 30, 2023
68	24-Month System Maintenance and Warranty Period	Other	Begin July 1, 2023
69	Period 2 System Maintenance Option.	Other	Begin July 1, 2025
70	Period 3 System Maintenance Option.	Other	Begin July 1, 2027

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

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

4.2 Software Deliverables Review and Acceptance

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

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be

presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4. Conditional and Unconditional Acceptance

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

5. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated IT related 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, must review and approve all Change Orders in writing. The Department of Information Technology must review and approve all IT related Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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

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

6. IMPLEMENTATION SERVICES

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

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

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

7. PROJECT MANAGEMENT

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.

7.1 The Contractor Key Project Staff

7.1.1. 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:

Victor Drouin
Office: 603-717-7117 x24
Cell: 603-234-6859
Email: Victor.Drouin@greenmtncomm.com

7.1.2. 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:

Steve Connor
Office: 603-717-7117 x36
Cell: 603-234-6404
Email: Steve.Connor@greenmtncomm.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 Two (2) hours 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.

7.1.3. 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.

7.1.4. The Contractors Additional Key Project Staff

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

Deputy Project Manager/Systems Engineer/Systems Integrator – Mike Costa – Mobility Tech

Engineer of Record – Chris Chaffee - AECOM

Design Quality Control (DQC) Manager – Darren Benoit - AECOM

Geotechnical Engineer – Todd Dwyer - AECOM

Structural Engineer – Jack Cash - AECOM

Communications Engineer – Jay Eckert - AECOM

Communications Supervisor – Moe Chagnon - GMCI

Environmental manager – Matt Devlin - AECOM

Wetland Scientist – Terry Ramborger - AECOM

Construction Superintendent – Josh Liddell - Liddell

Construction Quality Control (CQC Manger) – John Goudreault - AECOM

Traffic Control Supervisor – Craig Barnard - Liddell

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.

7.1.5. Background Checks

The State may require, and, at its sole expense, conduct reference and background screening of the Contractor's staff assigned to this Contract.

7.1.6. Termination for Lack of Project Management and Key Project Staff

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

7.2 The State Key Project Staff

7.2.1. 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:

Nickie Hunter, PE
Office: 603-271-2571
Cell: 603-419-9340
Email: Nickie.Hunter@dot.nh.gov

7.2.2. The State Project Manager

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

Charles Blackman, PE
Office: 603-227-0016
Cell: 603-931-0819
Email: Charles.e.blackman@dot.nh.gov

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

a. Leading the Project;
b. Engaging and managing all Contractors working on the Project;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;

e. Invoice sign-offs;
f. Review and approval of Change Orders;
g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within 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 preliminary Work Plan created by the Contractor and the State is set forth in this Section.

The Work Plan is described in GMCI's Technical Proposal response in Section IV – Work Plan.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This 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.

9. ACCEPTANCE & TESTING SERVICES

The Acceptance and Testing Services are described in GMCI's Technical Proposal response in Section IV – Work Plan – subsection 4.4 – System Integration.

10. MAINTENANCE, OPERATIONS AND SUPPORT

The Acceptance and Testing Services are described in GMCI's Technical Proposal response in Section IV – Work Plan – subsection 4.6 – Maintenance and Warranty Period.

10.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10.2 System Support

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

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

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;**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.

A Class A Deficiency is defined as a failure of the software and/or system that does not allow the System to operate A Class B Deficiency is defined as a flaw in the software and/or system that does not stop system operations and/or there is a work around that allows the system to operate but additional work to repair/modify is required. A Class C Deficiency is defined as a minor flaw that does not prohibit the system from meeting the intended function(s). The Contractor shall repair or replace software, and provide maintenance of the software in accordance with the Specifications, Terms and Requirements of the Contract.

10.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

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

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

   i. nature of the Deficiency;
   ii. current status of the Deficiency;
   iii. action plans, dates, and times;
   iv. expected and actual completion time;
   v. Deficiency resolution information;
   vi. resolved by;
   vii. identifying number i.e. work order number; and
   viii. issue identified by; and

b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

i. mean time between Reported Deficiencies with the Software;
ii. diagnosis of the root cause of the problem; and
iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

10.4 Contract Warranties and Representations

10.4.1. System

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

10.4.2. 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 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.

10.4.3. 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.

10.4.4. Services

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

11. DATA PROTECTION

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.
e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors

to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 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.

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

11.3 Breach Responsibilities

11.3.1. 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.

11.3.2. 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.

11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

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

11.3.4. 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; and
e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

12. **SOFTWARE AGREEMENT**

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

13. **ADMINISTRATIVE SERVICES**

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

14. **TRAINING**

The Contractor shall provide the following Training Services:
The Acceptance and Testing Services are described in GMCI's Technical Proposal response in Section VI – Book 2 – Section 7 – Training.

15. **TERMS AND DEFINTIONS**

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

16. **CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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. The contract limit for payment for the performance of this contract that is to be paid to the Contractor is $9,388,190.98. The price limitation is reflected in P-37 General Provisions - Block 1.8: Price Limitation. This price limitation reflects both the guaranteed contract price of $9,388,190.98, and the three percent contingency amount of $281,645.73. Said Contingency may only be applied in the event of unforeseen work that could not reasonably have been contemplated or estimated at the time of bidding. The Contractor is not entitled to contingency amounts, and understands and agrees that the release of contingency amounts is subject to the discretion of NHDOT and shall follow NHDOT's normal and customary process, as defined in NHDOT's Standard Specifications Section 104.02. This process will also involve both MaineDOT and MTA as outlined in the Memorandum of Agreement for construction that has been signed by NHDOT, MaineDOT, and MTA.

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. 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.

5. **INVOICE ADDRESS**

Invoices may be sent to:

Shipped Federal Express (FedEx) or United Parcel Service (UPS)
NHDOT – TSMO
ATTN: Charles Blackman, PE
110 Smokey Bear Blvd
Concord, NH 03301

Shipped United States Postal Service (USPS)
NHDOT – TSMO
ATTN: Charles Blackman, PE
PO Box 483
Concord, NH 03302-0483

6. **PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm

7. **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.

8. **CREDITS**

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

9. **PROJECT HOLDBACK**

10. **The State WILL NOT holdback a percentage of the contract value from invoices.PAYMENT SCHEDULE**

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

This is a Fixed Firm Price Contract. The total Contract value is indicated in Exhibit C – Price and Payment Schedule, Section 1 – Payment Contract Price for the period between the Effective Date through the date indicated in the P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract.

STATE OF NEW HAMPSHIRE
Department of Transportation
RFP 2021-003
EXHIBIT C – CONTRACT PRICE

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, payment will be made once the work as been approved:

Item Number	Item Description	Lump Sum Dollar Amount
SECTION 1: Project Administration		
7105.01	Project Management Plan (PMP) require for NTP2	$ 5,830.11
	Draft physical Security plan (part of PMP)	
	100% @ NTP2 issue	
7105.02	Traffic Management Plan (TMP)	$ 38,744.55
	Draft TMP December 80%, Final TMP April 2022 20%	
7106.01	Quality Management Plan (QMP) required for NTP2	$ 16,486.47
	100% @ NTP2 issue	
7106.03	Construction Quality Control	$ 191,950.20
	50% @ NTP2 issue: balance monthly over the contract period	
	balance monthly over the contract period March 2022- May 2023 (15months)	
7109	Final Project Deliverables	$ 45,749.34
7692	Mobilization	$ 399,840.30
	100% at NTP 2 issue	
7698	Project Office	$ 159,866.98
	50% at NTP2 issue, +80k then 3635.32/mo x 22 months	
	Project Administration Subtotal	$ 858,467.95

STATE OF NEW HAMPSHIRE
Department of Transportation
RFP 2021-003
EXHIBIT C – CONTRACT PRICE

Item Number	Item Description	Lump Sum Dollar Amount
SECTION 2: Engineering (Design)		
7104.21	**Engineering Design and Systems Engineering Documentation**	$ 925,347.15
	PSD deliverables 60%	
	5.3.2.D.a. Camera Video Recordings/Images (See 6.5.1.)	13,400.00
	5.3.2.D.b. Structural Calculations	310,000.00
	5.3.2.D.c. Supplemental/Final Geotechnical Engineering Report	24,800.00
	5.3.2.D.d. Draft Communications Plan	14,500.00
	5.3.2.D.e. Draft Network Architecture and Description	15,600.00
	5.3.2.D.f. Final Pavement Marking Plans	4,000.00
	5.3.2.D.g. Draft Traffic Management Plan	In section 7105.2
	5.3.2.D.h. Draft Subsystems Block Diagrams	11,250.00
	5.3.2.D.i. Draft TMC/TMCC Installation Plans	9,200.00
	5.3.2.D.j. Guardrail Calculations	5,100.00
	5.3.2.D.k. Power Plant Load Analysis	12,300.00
	5.3.2.D.l. Draft Security Plan	6,500.00
	5.3.2.D.m. Draft Operations and Maintenance Access Plan	16,900.00
	5.3.2.D.n. Draft Integration Specifications and Documentation	28,500.00
	5.3.2.D.o. Refine the 30% Conceptual Plans into 60% Design Plans	94,000.00
	5.3.2.D.p. Equipment Submittals	15,000.00
	5.3.2.D.q. Updated Traceability Matrix	14,400.00
	Final System Design FSD deliverables	
	5.3.4.D.a. Final Communications Plan	14,000.00
	5.3.4.D.b. Final Network Architecture and Description	13,000.00
	5.3.4.D.c. Final Structural Design and Calculations	125,000.00
	5.3.4.D.d. Final Traffic Management Plan	In section 7105.2
	5.3.4.D.e. Final TMC/TMCC Installation Plans	6,800.00
	5.3.4.D.f. Updated Security Plan	6,500.00
	5.3.4.D.g. Updated Integration Specifications and Documentation	86,000.00
	5.3.4.D.h. Final Operations and Maintenance Access Plan	8,700.00
	5.3.4.D.i. Refine the 60% Conceptual Plans into 98% Design Plans	46,700.00
	Release for Construction Documents	23,197.15
	Engineering Subtotal	$ 925,347.15

Contractor Initials: [illegible]
Date: July 2, 2021

STATE OF NEW HAMPSHIRE
Department of Transportation
RFP 2021-003
EXHIBIT C – CONTRACT PRICE

Item Number	Item Description	Lump Sum Dollar Amount
SECTION 3: Construction		
7600	**Civil Site Work**	$ 2,133,148.68
	guardrail 1400LF	78,919.66
	static signs	94,215.28
	erosion control	15,783.92
	trenching	767,009.19
	pull boxes	121,304.70
	directional boring	192,432.32
	foundations	502,980.99
	Steel Supports, Cantilevers, Ground Mount, Bridge Mount and CCTV Poles	339,983.53
	police Details	20,519.09
7619	**Traffic Control**	$ 167,427.00
	To be billed monthly over 7 months @ 23918.14/month	
7645	**Environmental Controls & Inspections- AECOM**	$ 16,525.08
	Monthly over construction period March 2023-April 2023 (12months)	
	Construction Subtotal	**$ 2,317,100.76**

STATE OF NEW HAMPSHIRE
Department of Transportation
RFP 2021-003
EXHIBIT C – CONTRACT PRICE

Item Number	Item Description	Lump Sum Dollar Amount
SECTION 4: Subsystems		
7677.12	Dynamic Message Sign (DMS) and Blank-Out Sign Subsystem	$ 646,553.73
	95-N-0.5 DMS	$ 80,000.00
	Blank Out Signs 15ea	$ 566,553.73
7677.13	Lane Use Signal (LUS) Subsystem	$ 1,002,625.93
	15 locations @ 66841.73ea	
7677.14	Flashing-Beacon Sign Subsystem	$ 791,354.23
	16 locations 49459.64ea	
7677.141	Access Gate with Preemption Receiver and Flashing Beacons	$ 152,265.00
	1 gate, 2 flashing beacon signs	
7677.31	Communications Subsystem (Wireless)	$ 417,567.45
	Point to Point MW link x 2	$ 150,000.00
	Point to Multi Point SM x 29	$ 267,567.45
7677.32	Communications Subsystem (Wired)	$ 110,677.34
	Fiber & associated	
7677.401	Climbable Antenna Mounting Structure	$ 75,513.90
	Tower Regulatory	$ 5,000.00
	Furnish Tower	$ 25,000.00
	Installation of Tower Foundation	$ 20,000.00
	Installation of Tower	$ 25,513.90
7677.41	Closed Circuit Television (CCTV) Subsystem x 20units	$ 560,787.85
7677.42	Roadway Weather Information Station (RWIS) Subsystem x 1	$ 135,162.50
7677.46	Motor Vehicle Detection System (MVDS) Subsystem x 7	$ 182,887.80
7677.54501	Communications Equipment Shelter, New Hampshire	$ 130,820.85
	furnish shelter	$ 90,820.85
	shelter foundation & site work	$ 20,000.00
	install shelter & utilities	$ 20,000.00
7677.54503	Communications Equipment Shelter, Maine	$ 154,527.50
	furnish shelter	$ 104,527.50
	shelter foundation & site work	$ 25,000.00
	install shelter & utilities	$ 25,000.00
	Subsystems Subtotal	$ 4,260,243.88

Item Number	Item Description	Lump Sum Dollar Amount
SECTION 5: Testing, Integration, and Training		
7677.711	Subsystem Testing (Factory, Stand-Alone, Subsystem, Nighttime, MVDS Validation)	$ 50,231.61
7677.71201	Central Control Testing - NHDOT	$ 8,738.73
7677.71202	Central Control Testing - MaineDOT	$ 8,738.73
7677.71203	Central Control Testing - MTA	$ 8,738.73
7677.713	Operational Testing	$ 26,216.19
7677.72101	PTSU System Integration, Contractor - NHDOT	$ 16,434.99
7677.72102	PTSU System Integration, Contractor - MaineDOT	$ 16,434.99
7677.72103	PTSU System Integration, Contractor - MTA	$ 16,434.99
7677.722	PTSU System Integration, SWRI (per SWRI estimate B10/2020/0217)	$ 699,837.00
7677.73	Training	$ 2,471.04
	Testing, Integration, and Training Subtotal	$ 854,277.00

Item Number	Item Description	Lump Sum Dollar Amount
SECTION 6: System Maintenance and Warranty		
7677.98	Spare Parts and Spare Controllers (combined Liddell & GMCI)	$ 90,206.94
7677.991	Mandatory 24-Month System Maintenance and Warranty (Years 1 & 2) 3439.47/month x 24mo	$ 82,547.30
7677.992	Optional 24-Month System Maintenance and Warranty (Years 3 & 4)	
7677.993	Optional 24-Month System Maintenance and Warranty (Years 5 & 6)	
	System Maintenance and Warranty Subtotal	$ 172,754.24

	COST PROPOSAL TOTAL IN DOLLARS
CONTRACT LUMP SUM COST PROPOSAL	$ 9,388,190.98

EXHIBIT D – SOFTWARE AGREEMENT

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

1. **This section is intentionally left blank.**

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2. **SOFTWARE TITLE**

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

3. **SOFTWARE AND DOCUMENTATION COPIES**

The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. 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 reasonable number of copies 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:

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; or
c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. **VIRUSES**

The 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. Contractor shall also maintain a master copy of the appropriate versions of the Software, free of Viruses. If the State believes a Virus may be present in the Software, then upon its request, Contractor shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. **AUDIT**

Upon forty-five (45) days written notice, the Contractor may audit the State's use of the programs at the Contractor's sole expense. The State agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The State agrees that the Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the 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 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, the Contractor shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives the Contractor control of the defense and any settlement negotiations; and
c. Gives the 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 the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the 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, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.

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 Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

9. CUSTOM SOURCE CODE

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.

10. SOFTWARE ESCROW

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

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

a. The Contractor has made an assignment for the benefit of creditors;

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

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

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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-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	GMCI Project Manager	NHDOT District Construction Engineer	Five (5) Business Days
First	Mobility Tech Deputy Project Manager	NHDOT Director of Operations	Five (5) Business Days
Second	GMCI Principal	NHDOT Assistant Commissioner	Five (5) Business Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for

one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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 the following rules:

6.1.1. Computer Use

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

b. 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.

c. 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.

d. 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.

e. 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.

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

6.1.2. 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).

6.1.3. 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).

6.2 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.

6.3 Workspace Requirement

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

6.4 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.

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.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Milestone or Deliverable has satisfied Acceptance Tests or Review.
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the Owners that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Agency	An Agency of the Owners.
Agreement	A Contract duly executed and legally binding.
Alternative Technical Concept (ATC)	An Alternative Technical Concept is a deviation from the requirements of the RFP Documents as proposed by the Contractor and approved by the Owners. To be considered an ATC, a deviation must represent an equal or better end product in performance, quality, life-cycle costs, and/or ease of maintenance. The decision to treat a proposed ATC as valid is at the sole discretion of the Owners.
Appendix	Supplementary material that is collected and appended at the back of a document.
Authorized User	The Contractor's employees, Contractors, Subcontractors or other agents who need to access the Owners Personal Data to enable the Contractor to perform the Services required.
Best and Final Offer (BAFO)	For negotiated procurements, a Contractor's final offer following the conclusion of discussions. Not applicable to this Contract.
Business Hours	Business hours are defined as 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding State Holidays.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal Documentation prepared for a proposed Revision to the Contract. Refer to NHDOT Standard Specifications Section 104.02

Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
Confidential Information	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 such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - 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), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the RFP Documents. It shall also have the meaning indicated in the NHDOT Standard Specifications, Section 101.
Contract Administrator	The field representative of the Owners having direct supervision of the administration of the Project during construction activities. The Contract Administrator is an employee of the Owners and reports to the State Project Manager during construction.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)

Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: *Price Limitation*, as well as Part 3, Exhibit C – Paragraph 2: *Contract Price*.
Contractor/ Contractor Team	The contracted team consisting of the Lead Contractor and its employees, consulting engineers, subcontractors, subconsultants, agents, and affiliates who are submitting a Proposal to this RFP and will be providing the Services agreed to under the Contract. Contractor may be used interchangeably with Contractor Team and Design-Builder.
Contractor Team's Authorized Representative	The single point of contact for the Contractor with whom the State Project Manager will correspond regarding the Proposals and Contract.
Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire.
Custom Software	Software developed by the Contractor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data 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 an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to 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. A Deliverable is any Written, Hardware, or Other submission item, provided by the Contractor to the Owners under the terms of a Contract requirement.

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	The New Hampshire Department of Transportation.
Department of Information Technology (DoIT)	The New Hampshire Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008.
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.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of Data for security purposes.
Engineer (Contractor)	An Engineer is a licensed Professional Engineer with the authority to practice engineering in the jurisdiction of licensure.
Engineer (Owners)	New Hampshire Department of Transportation and its designated Contract Administrator.
Engineer of Record	The Engineer of Record is a member of the Contractor's Team that shall be responsible for the preparation of plans and specifications, and generally oversees the design phase of the project. All engineering products shall be signed and stamped by the Engineer of Record, though the Engineer of Record may delegate that authority for specific work products performed by other Contractor Engineers.
Event of Default	Any one or more of the following acts or omissions of a Contractor shall constitute an Event of Default hereunder ("Event of Default"): a. Failure to perform the Services satisfactorily or on Schedule; b. Failure to submit any report required; and/or Failure to perform any other covenant, term or condition of the Contract.
Extended Term	An extension of the Contract initial term as a result of a negotiated settlement for the Final System Acceptance.

Field Design Change	Changes to Contract Documents after Release for Construction Documents have been approved. See Book 2 - Technical Provisions for more details.
Final System Acceptance	The Acceptance that indicates the Contract completion date and the start of the Warranty and Maintenance Period.
Final System Design	The system design milestone associated with 98% complete Contract Documents prepared by the Contractor. Refer to Book 2 – Technical Provisions for more information.
Firm Fixed Price Contract	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract.
GAAP	Generally Accepted Accounting Principles.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
High Level Bridge	Refers to the I-95 bridge over the Piscataqua River.
Hosted Services	Applications; IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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.
Implementation	The process for making the System fully Operational for processing the Data.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Personnel	Personnel identified by the Owners and by the Contracted Contractor as essential to work on the Project.

Lead Contractor	The contractor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. For the purposes of this Project, the Lead Contractor shall mean only the single firm (or in the case of a joint venture, the joint venture entity) that signs the Project Contract with the State of New Hampshire.
Licensee	The Local Authority who will be granted a license to any vendor software.
Local Authority	The Owner who has specific jurisdiction and/or authority on the roadway or bridge segment in context. For example, NHDOT is the Local Authority along I-95 south of the High Level Bridge whereas MTA is the Local Authority along the Maine Turnpike.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
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.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time. There are two phases to the NTP for this Contract: • NTP1 is defined as the date immediately following the Effective Date when the Contractor is authorized to begin limited work on the Project. Upon NTP1, the Contractor is authorized to enter the Project rights-of-way to conduct site surveys and investigations. NTP2 is defined as the date the Owners approve the Project Controls documentation. Upon NTP2, the Contractor is authorized to start all Work associated with the Project, subject to the requirements and provisions of the RFP Documents.
Open Data Formats	A Data format based on an underlying Open Standard.
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.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the Owners in their daily operations.

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.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Owners	The Project Owners are defined as NHDOT, MaineDOT, and MTA, jointly.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.
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.
Preliminary System Design	The system design milestone associated with 60% complete Contract Documents prepared by the Contractor. Refer to Book 2 – Technical Provisions for more information.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Controls	The documentation required after NTP1 and prior to NTP2. Refer to Book 2 – Technical Provisions for additional information.
Project Corridor	The Project Corridor is defined as the limits of the operational PTSU system: along I-95 northbound from Exit 5 in New Hampshire to Exit 3 in Maine and along I-95 southbound from Exit 2 in Maine to Exit 5 in New Hampshire.
Project Limits	The Project Limits are defined as the area of I-95/Maine Turnpike from the Hampton Toll Plaza to the York Toll Plaza, including its interchange ramps, adjacent arterials, and surrounding local street network in the Town of Kittery and City of Portsmouth that will be the sites of the proposed ITS equipment and the locations of temporary traffic controls required for the Project.

Project Manager	The Contractor employee responsible for the Contractor's execution of the whole Project. This individual will be the primary point of contact for the State Project Manager after the Effective Date.
Project Staff	Owners' personnel assigned to work with the Contractor on the Project.
Project Team	The group of Owners employees and Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on-budget and to the required Specifications and quality.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is fifteen (15) working days.
RFI (Request for Information)	Any written correspondence made by the Contractor to clarify or interpret the RFP Documents, or to request a change to the RFP Documents. An RFI is the first formal step in a Contractor-requested Change Order.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
RFP Documents	RFP Documents include the four Books of the RFP along with the Supporting Documentation and Additional Specifications, Standards, and Guidance Documents referred to in this RFP.
Schedule, Final	The dates and timeline prepared by the Contractor at the start of the Project indicating Project deadlines for performance of all Work with Project milestones, events, and activities under the Contract. The final Schedule shall be the basis for all subsequent Progress Schedules submitted by the Contractor.
Schedule, Progress	The tasks, dates and timeline prepared by the Contractor indicating Project deadlines for performance of Services and other Project milestones, events, and activities under the Contract. The Schedule shall be prepared in accordance with NHDOT Standard Specifications Section 108.03A.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.

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.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	All Custom, SAAS and COTS computer programs and applications 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	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the Owners provided by the Contractor in response to this RFP.
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	The State is the State of New Hampshire as the contracting authority. STATE is defined as: State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03301 Reference to the term "the State" shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the Owners and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: *Access to Governmental Records and Meetings*.
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.
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.
State Project Manager (PM) State Point of Contact	The Owners' representative and the Contractor's primary point of contact with regard to Project Management, Project execution, and all technical matters of the RFP Documents. The State Project Manager may delegate the point of contact role for construction-related issues.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Lead Contractor, which is performing Services under this Contract under a separate contract with or on behalf of the Lead Contractor. All Subcontractors are subject to the approval of the Owners in accordance with NHDOT Standard Specifications Section 108.01.

Supporting Documents	Materials additional to the RFP Documents that provide information and guidance to the Contractor. Supporting Documents will be made available to the Contractors at the time the RFP is released.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Solution	The Contractor's proposed design and construction plan to provide the PTSU System.
Technical Authorization	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: 1. Consistent with Statement of Work within statement of Services; 2. not constitute a new assignment; and not change the terms, documents of Specifications of the SOW.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing (UAT)	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Value Engineering	Value Engineering is the systematic and organized approach to meeting the spirit and intent of the Project's requirements at a lower cost through innovation.

Value Engineering Change	A deviation from the requirements of the RFP Documents as proposed by the Contractor that results in a lower cost, improved quality, or both. To be considered a Value Engineering Change, a deviation must represent an equal or better end product in performance, quality, life-cycle costs, and or ease of maintenance. Value engineering changes will be evaluated in accordance with NHDOT Standard Specifications Section 104.11. Cost savings shall be shared between the Contractor and the Owners.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network.
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.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work	The activities required under the Project.
Work Hours	The hours of the day that the Contractor will be on-site providing Services for the Project. Normal work hours are defined as 7:00 a.m. to 5:00 p.m. on Working Days. Refer to NHDOT Standard Specifications Section 101 for the definition of a Working Day, except that a Working Day does include the period December 1 to April 1, inclusive.
Work Plan	The overall plan of activities for the Project created in accordance with the RFP Documents. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: *System Requirements and Deliverables*. The Work Plan shall include a detailed narrative of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **ATTACHMENTS**
   a. Exhibit B Business and Technical Requirements – Attachment 1
      a. Book 1 – RFP
      b. Book 2 – Technical Provisions
      c. Book 3a – Special Provisions
      d. Book 3b – Federal Provisions
      e. Book 4 – 30% Concept Plans
      f. Traffic Control Conference report dated 6/24/21
      g. June 28, 2021 Email confirming timeframe to exercise extended maintenance and warranty
      h. June 28, 2021 Email confirming Tower height requirements
      i. GMCI Proposal Response to Department of Transportation RFP 2021-003 (High Level Bridge) Part-Time Shoulder Use System dated May 20, 2021
      j. May 19, 2021 GMCI Oral Presentation PDF
      k. Contractor Quote, Form F-1

2. **CONTRACTOR CERTIFICATES**
   a. Contractor's Certificate of Good Standing
   b. Contractor's Certificate of Vote/Authority
   c. Contractor's Certificate of Insurance

3. **SECURITY GROUP REQUIREMENTS**
   a. Vendor shall implement and maintain at all times a secure configuration for all IP cameras in accordance with Protection Level 2, "Enterprise Protection" from the DoIT interim guidance "IP Camera Configuration Guide