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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Turnpikes
May 26, 2023

REQUESTED ACTION

Authorize the Department of Transportation to amend contract #5000750 with Kapsch TrafficCom USA, Inc. (Vendor #164793) of Secaucus, NJ, by increasing the contract amount by \$5,071,616.51 from \$9,170,943.23 for a new contract amount not to exceed \$14,242,559.74 for a professional services of finalizing the electronic toll conversion of the Bedford toll plaza and for Operation and Maintenance at Hampton, Hooksett, Bedford, Rochester and Dover Plazas for Electronic Tolling from July 1, 2023 to June 30, 2026. The original contract agreement was approved by Governor and Council on February 1, 2017, Item #27 and amended October 13, 2021, Item #5B. 100% Turnpikes Funds. This is the first of three 3-year contract extensions for the continued operation and maintenance of our Electronic Toll plazas. 100% Turnpikes Funds

Funding is available in FY 2023. Additional funding is contingent upon of the availability of funds in Fiscal Year 2024, FY 2025, and FY 2026, with the ability to adjust encumbrances in each Fiscal Year through the Budget Office, if needed and justified:

| | <u>FY 2023</u> | <u>FY 2024</u> | <u>FY 2025</u> | <u>FY 2026</u> |
|--|----------------|----------------|----------------|----------------|
| 04-096-096-961017-7050 Toll Collection | | \$1,020,420.27 | \$977,825.92 | \$1,220,883.31 |
| 024-5000225 Maintenance Other than Buildings/Grounds | | | | |
| 04-096-096-961017-7050 Toll Collection | \$327,500.00 | \$ 949,730.21 | | |
| 037-500166 Technology – Hardware | | | | |
| 04-096-096-961017-7050 Toll Collection | \$115,789.87 | | | |
| 038-509038 Technology – Software | | | | |
| 04-096-096-961017-7050 Toll Collection | | \$ 231,966.93 | | |
| 046-500463 Eng. Consultants Non-Benefit | \$227,500.00 | | | |

EXPLANATION

On, February 1, 2017, Governor and Council approved the original contract with Kapsch for the design, testing, installation, and maintenance services for the operation of the Open Road Tolling (ORT) Systems for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 30, 2023. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2032, subject to Governor and Council approval.

On October 13, 2021, Governor and Council approved Amendment #1 for design, testing and installation of Electronic Tolling at the Dover and Rochester toll plazas. Electronic toll conversion of the Bedford toll plaza was partially funded through Amendment #1 as well. Amendment #1 was accomplished through reallocation without a funding increase from the original contract. The amendment explained additional funding will be needed for finalizing the Bedford design, testing and installation. This amendment is funding the rest of the Bedford electronic tolling conversion with the funds allocated through the State's Bi-Annual budget process for FY 23 and 24 for total of \$1,852,487.01.

This request is also for a first of three-year extensions included in original contract for continuation of Kapsch's maintenance cost of \$3,219,129.50 for the Toll Systems in Hampton and Hooksett, Dover and Rochester Electronic Tolling, and future Bedford Electronic Tolling covering FY 2024, FY 2025, and FY 2026. Kapsch has and will continue to provide preventative and emergency maintenance of the new and existing Electronic Toll equipment, twenty-four hours a day and seven days a week. This is particularly important regarding *E-ZPass* toll collection. The funding of the toll system maintenance portion of the contract covers the following but not limited too:

- Kapsch preventative maintenance staff labor costs
- Repairs & replacement toll system parts & installation
- Oracle Maintenance
- Data Center communication
- Damage to equipment due to weather or accidents

Maintenance costs have been calculated using the base in-lane maintenance costs adjusted per the original contract agreement by 2023 COLA for FY 2024. FY 2025 and 2026 are adjusted an estimated 3% for COLA. The actual adjustment will be conducted at the beginning of calendar year per the original contract agreement. It also includes \$45,000 each year for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements due to ageing equipment or damage items such as motor vehicle accidents, unforeseen maintenance repairs or weather events (i.e., lightning strikes can cost up to \$25,000 per event).

The Contract has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available for FY 2023. FY 2024, FY 2025, and FY 2026 is contingent upon the availability and continued appropriation of funds. 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

It is respectfully requested that this resolution be approved.

Sincerely,



William Cass, PE
Commissioner

Attachments

cc: J. Corcoran



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/doi

Denis Goulet
Commissioner

May 30, 2023

William J. Cass, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03301

Dear Commissioner Cass:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Kapsch TrafficCom USA, Inc., as described below and referenced as DoIT No. 2016-041B.

The purpose of this request is for professional services of finalizing the conversion of Bedford AET and for Operation and Maintenance at Hampton, Hooksett, Bedford, Rochester, and Dover Plazas for Open Road Tolling (ORT) and AET.

The Total Price Limitation will increase by \$5,071,616.51, for a New Total Price Limitation of \$ 14,242,559.74, effective upon Governor and Council approval, from July 1, 2023 through June 30, 2026.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2016-041B

cc: Charles Burns, IT Manager

STATE OF NEW HAMPSHIRE
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Bureau of Turnpikes
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CONTRACT AMENDMENT 2

This CONTRACT AMENDMENT 2 is entered into as of the date signed by the signatories herein by and between KAPSCH TRAFFICOM USA, INC., a Delaware corporation with a principal office address located at 2855 Premiere Parkway, Suite F, Duluth, Georgia 30097 ("Kapsch") (VC# 40832) and the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION ("Department"). Kapsch and Department are sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into the Agreement as approved by the Governor and Executive Council (the "G&C") on February 1, 2017 at Agenda Item 27 (the "Agreement"), wherein Kapsch agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department agreed to design, develop, install and maintain an All Electronic Tolling (AET) system at the Dover, Rochester, and Bedford Toll Plazas and the maintenance of the existing Open Road Tolling (ORT) lanes at the Hampton Mainline and Hooksett Mainline Plazas;

WHEREAS, the Parties agreed to amend the Agreement in accordance with the terms and conditions set forth in the Contract Amendment 1 as approved by the G&C on October 13, 2021 at Agenda Item 5-B; and

WHEREAS, the Parties now wish to further amend the Agreement in accordance with the terms and conditions specified herein.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby conclusively acknowledged by Kapsch, the Parties hereby agree as follows:

1. General Provisions of the Agreement (Form P-37) are hereby amended as follows:

- a. On Form P-37, amend Section 1.4 of the General Provisions of the Agreement by adding address to 2855 Premiere Parkway, Suite F, Duluth, GA 30097
- b. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2023, and adding a new completion date of June 30, 2026.
- c. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$9,170,943.23 and adding a new price limitation of \$14,242,559.74.

2. Section 1.1 of the Agreement titled "Contract Documents" is deleted in its entirety and hereby replaced as follows:

1.1 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

- A. Contract Amendment 2
- B. Contract Amendment 1
- C. Contract Agreement – General Provisions
- D. Consolidated Exhibits
 - Exhibit A – Contract Deliverables
 - Exhibit B – Price and Payment Schedule
 - Exhibit C – Special Provisions

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Exhibit D – Administrative Services
Exhibit E – Implementation Services
Exhibit F – Testing Services
Exhibit G – Maintenance and Support Services
Exhibit H – Compliance Matrix
Exhibit I – Project Management Plan
Exhibit J – Software License & Source Code
Exhibit K – Warranty and Warranty Services
Exhibit L – Training Services
Exhibit M – NHDOT RFP 2016-041 with Addenda, by reference
Exhibit N – The Vendor Proposal, by reference
Exhibit O – Certificates and Attachments

3. **Section 1.2 of the Agreement titled “Order of Precedence” is deleted in its entirety and hereby replaced as follows:**

1.2 ORDER OF PRECEDENCE

In the event of a conflict among any of the provisions in this agreement, following Order of Precedence shall apply:

1. Contract Amendment 2
2. Contract Amendment 1
3. The State of New Hampshire, Department of Transportation Contract 2016-041 (resulting Contract from the RFP, once executed).
4. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
5. Final State Responses to Vendor Inquiries to RFP 2016-041
6. RFP 2016-041 ORT Toll System dated May 12, 2016, with related attachments, appendices, and Addendum #1 and 2.
7. Kapsch Proposal including interview presentation material and response to State's questions to RFP 2016-041.

4. **Section 2.2 of the Agreement titled “Non-Exclusive, Not to Exceed Contract” is deleted in its entirety and hereby replaced as follows:**

2.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed (“NTE”) Contract with price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$14,242,559.74 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

Initial all pages

Kapsch TrafficCom USA, Inc. Initials



Kapsch Amendment 2 Contract Extension

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CONTRACT AMENDMENT 2

5. Section 3.2.5 of the Agreement is deleted in its entirety and hereby replaced as follows:

3.2.5 Kapsch Project Principle is:
 Tom Kramek
 Kapsch TrafficCom USA, Inc.
 Tel: (845)-943-2943
 Mobile: (571)-205-6605
 Email: Thomas.Kramek@kapsch.net

Kapsch Project Director is:
 Christopher Romeo
 Kapsch TrafficCom USA, Inc.
 Tel: (845) 943-2683
 Mobile: (603) 560-9367
 Email: Christopher.Romeo@kapsch.net

6. Section 3.3.3.1 of the Agreement is deleted in its entirety and hereby replaced as follows:

3.3.3.1 Kapsch Key Project Staff shall consist of the following individuals in the roles identified below:

Kapsch Key Project Staff:

| Key Member(s) | Title |
|-------------------|----------------------------|
| Tom Kramek | Project Principal |
| Christopher Romeo | Project Director & Manager |
| Joseph Kocovic | Assistance Project Manager |
| Scott Cothrell | Software Manager |
| Frank Mazzella | Maintenance Manager |
| Brian Fredrickson | Quality Assurance Manager |
| Kyle Baugh | Installation Manager |

7. Section 3.4 of the Agreement is deleted in its entirety and hereby replaced as follows:

3.4 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:

| | | |
|------------------------------|-------------------------|------------------------|
| Matthew Blixt | U.S. Mail: | P.O. Box 2950 |
| Department of Transportation | | Concord, NH 03302-2950 |
| Bureau of Turnpikes | | |
| Tel: (603) 485-3806 | UPS, DHL, | |
| Fax: (603) 485-2107 | Federal Express (ect.): | 36 Hackett Hill Road |
| Matthew.R.Blixt@dot.nh.gov | | Hooksett, NH 03106 |

8. The Dispute Resolution Responsibility and Schedule Table at Section 17 of the Agreement is hereby deleted in its entirety and hereby replaced as follows:

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Dispute Resolution Responsibility and Schedule Table:

| LEVEL | CONTRACTOR | STATE | CUMULATIVE ALLOTTED TIME |
|----------------|---|--|---------------------------------|
| Primary | Christopher Romeo Kapsch Project Director and Manager | Matthew Blixt State Project Manager (PM) | 5 Business Days |
| First | Tom Kramek Kapsch Project Principal | John Corcoran Administrator | 10 Business Days |
| Second | Frank Meehan Kapsch Senior Vice President, Delivery and Operations | Michael Servetas Director of Operations | 15 Business Days |

9. Section 2 of Exhibit A to the Agreement titled “Deliverables, Milestones, and Activities Schedule” is deleted in its entirety and hereby replaced as follows:

The project will be delivered in two (2) distinct phases. Phase I will commence upon NTP and involve the various efforts and tasks required to design, develop, and install, and commission the new AET System for revenue collection at Bedford Plaza. Phase I will be accomplished under the following sub phases. Phase II for Hampton, Hooksett, Dover, and Rochester commence on July 1, 2023.

Phase IA – Project Schedule, Development, Installation, On-Site First Installation Test (OFIT), Commissioning, and Bedford Go Live – This will include the necessary efforts to provide any and all necessary installation and upgrade efforts including system commissioning testing.

Phase IB – Bedford Extended Operations Test (EOT) – This test will be forty-five (45) day evaluation of the new AET under live operating conditions to provide out conformance with the specified requirements.

Phase II – AET /ORT Maintenance, Warranty and Change Orders – This phase includes both the provisions of full maintenance and system support throughout the maintenance term for Hampton, Hooksett, Dover, and Rochester Plazas.

Following issuance of Provisional Final System Acceptance for **Bedford Plaza**, a twelve (12) month Warranty Period will start through the maintenance term. The Warranty Period is only applicable to the hardware installed at the **Bedford Plaza**.

10. Section 1.1 of Exhibit B to the Agreement titled “Payment Schedule” is deleted in its entirety and hereby replaced as follows:

1.1 Non-Exclusive Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of **\$14,242,559.74** for the period between the Effective Date through June 30, 2026. Kapsch shall be responsible for performing its obligations in accordance with the Contract. This Contract Amendment will allow Kapsch to invoice the State for the following activities, Bedford Plaza Deliverables and Milestones and Operations and Maintenance

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Hampton, Hooksett, Dover, Rochester and Bedford Plazas appearing in the price and payment tables below. Previous contract amendment change requests for Multiprotocol Readers and IAG File spec change will be forward and performed under this contract.

For purposes of the Contract Cost, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount shown, Kapsch may seek approval from the State to increase the affected pass-through amount(s) accordingly and Kapsch will prepare an amendment if the increase is over the total Contract Cost.

1.2 Cost Summary Detail

Table 1.2 Cost Summary Details

| Project Delivery Costs | | | | |
|-------------------------------------|--------------------------|---------------------|------------------------|-----------------------|
| Contract Amendment 2 | | | | |
| Description | Contract Amend #1 | FY 2023 | FY 2024 | Amend #2 Total |
| Bedford AET | \$ 802,587.89 | \$670,789.87 | \$ 1,181,697.14 | \$ 1,852,487.01 |
| Total Project Delivery Costs | \$ 802,587.89 | \$670,789.87 | \$ 1,181,697.14 | \$1,852,487.01 |

*FY 2023 Bedford AET is encumbered under RFP 2016-041 Contract Amendment 01

| Maintenance Costs | | | | |
|-------------------------------|------------------------|---------------------|------------------------|--------------------------------|
| Description | FY 2024 | FY 2025 | FY 2026 | Contract Amend #2 Total |
| AET/ORT Plaza O&M | \$ 1,020,420.27 | \$977,825.92 | \$ 1,189,000.80 | \$ 3,187,246.99 |
| End of Contract Term Transi | \$ - | \$ - | \$ 31,882.51 | \$ 31,882.51 |
| Total Maintenance Cost | \$ 1,020,420.27 | \$977,825.92 | \$ 1,220,883.31 | \$ 3,219,129.50 |
| Contract Total | | | | \$ 5,071,616.51 |



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1.3 Bedford Project Delivery Detail Cost Phase I
 Table 1.3 Project Delivery Detail Cost

| Item No. | Deliverable/Milestone* | Percent Payment** | Cumulative Gross Payment | Payment Minus Retainage | Cumulative Net Payment | Bedford Pmt Amt Contract Amend 1 & 2 |
|----------|---|-------------------|--------------------------|-------------------------|------------------------|---|
| | | | | | | \$2,655,074.90 |
| 1 | Notice to Proceed/Mobilization | 10.00% | 10.00% | 9.50% | 9.50% | \$252,232.12 |
| 2 | Bedford Project Schedule (Baseline) | 5.00% | 15.00% | 4.75% | 14.25% | \$126,116.06 |
| 3 | Updated Project Management Plan, including Quality Assurance Plan | 5.00% | 20.00% | 4.75% | 19.00% | \$126,116.06 |
| 4 | Update Design Documents to include Bedford | 5.00% | 25.00% | 4.75% | 23.75% | \$126,116.06 |
| 5 | Requisition of Toll Equipment | 20.00% | 45.00% | 19.00% | 42.75% | \$504,464.23 |
| 6 | Receipt of Toll Equipment | 15.00% | 60.00% | 14.25% | 57.00% | \$378,348.17 |
| 7 | Bedford Installation Plan | 10.00% | 55.00% | 9.50% | 52.25% | \$252,232.12 |
| 8 | Bedford AET On-Site First Installation Test (OFIT), Commissioning Test Plan | 10.00% | 65.00% | 9.50% | 61.75% | \$252,232.12 |
| 9 | Successful Completion of Bedford Installation, Commissioning and Go-Live | 10.00% | 75.00% | 9.50% | 71.25% | \$252,232.12 |
| 10 | 100% Bedford AET Drawings | 3.00% | 78.00% | 2.85% | 74.10% | \$75,669.63 |
| 11 | Bedford Extended Operational Testing | 4.00% | 82.00% | 3.80% | 77.90% | \$100,892.85 |
| 12 | Bedford Final Project Acceptance and Final Software Escrow Deposit | 3.00% | 85.00% | 2.85% | 80.75% | \$75,669.63 |
| 13 | Retainage Release | 5.00% | | 5.00% | 85.75% | \$132,753.74 |
| | | 100.00% | | | | Bedford Project Delivery Total \$2,655,074.90 |

*Completion shall be based on approval by NHDOT.

**Retainage Released after all items, including satisfactory completion of all documentation, punch list issue is delivered, approved, and closed.

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1.3.1 Bedford Toll Costs

| DESCRIPTION | COMMENT | U/M | Contract Total |
|---|--|-----|-----------------------|
| Bedford Plaza Cost | | | |
| Project Documentation and Manual Update | Includes Project Management | LS | \$138,447.81 |
| ORT Design, Development, Integration, implementation including MOMS and OCR | | LS | \$34,938.95 |
| Third Party Software Licenses (list, quantify and price separately) | | LS | \$57,420.56 |
| Interface to Lane and BackOffice Systems | | LS | \$13,521.53 |
| Insurance and Bonding | | LS | \$17,907.46 |
| Redundant Toll Zone Controller and In-lane Electronics ¹ | | LS | \$142,682.68 |
| AVDC System | | LS | \$358,570.16 |
| Violation Enforcement System | | LS | \$355,099.86 |
| AVI System | | LS | \$66,245.15 |
| Communications, Network, and Host Equipment | | LS | \$47,983.78 |
| Enclosures w/locks and Environmental Control | | LS | \$37,105.22 |
| UPS | | LS | \$50,055.21 |
| Digital Video Auditing System | Included in Civil Work Cost | LS | \$0.00 |
| Spare Parts Inventory | | LS | \$28,712.90 |
| Development of Toll System Installation Plans | | LS | \$80,540.43 |
| Civil Work includes necessary equipment rental | Includes Equipment Installation & DVAS Costs | LS | \$444,196.88 |
| Electrical Work (AC Power, Data, RF Cabling) | | LS | \$387,732.69 |
| Testing | | LS | \$393,913.63 |
| Bedford Total Cost | | | \$2,655,074.90 |

The Bedford All Electronic Tolling (AET) quote shall remain valid for twelve (12) months after 2024. If the deployment is not executed within twelve (12) months, the quote will be subject to an escalation rate not to exceed 3.0% per year.

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1.4 Maintenance Costs

Table 1.4 Maintenance Costs

| Maintenance Cost | | | |
|--|---------------|----|------------------------|
| YEAR 6 - FY 2024 (July 1, 2023 - June 30, 2024) | | | |
| 6th Year Software and Hardware Maintenance* FY 24 | | | |
| Hampton | \$ 13,871.88 | 12 | \$ 166,462.57 |
| Hooksett | \$ 13,871.88 | 12 | \$ 166,462.57 |
| Dover | \$ 13,871.88 | 12 | \$ 166,462.57 |
| Rochester | \$ 13,871.88 | 12 | \$ 166,462.57 |
| Oracle Maintenance | \$ 155,570.00 | | \$ 155,570.00 |
| Data Center Communication Costs - Consolidated Communications & Navasite | \$ 6,500.00 | 12 | \$ 78,000.00 |
| CA#1 IAG Spec & Multiprotocol WO Est increase with COLA | \$ 76,000.00 | | \$ 76,000.00 |
| Maintenance Contingency | \$ 45,000.00 | | \$ 45,000.00 |
| FY 24 Total Maintenance Costs | | | \$ 1,020,420.27 |
| YEAR 7 - FY 2025 (July 1, 2024 - June 30, 2025) | | | |
| 7th Year Software and Hardware Maintenance* FY 25 | | | |
| Hampton | \$ 14,288.04 | 12 | \$ 171,456.48 |
| Hooksett | \$ 14,288.04 | 12 | \$ 171,456.48 |
| Dover | \$ 14,288.04 | 12 | \$ 171,456.48 |
| Rochester | \$ 14,288.04 | 12 | \$ 171,456.48 |
| Oracle Maintenance | \$ 166,000.00 | | \$ 166,000.00 |
| Data Center Communication Costs - Consolidated Communications & Navasite | \$ 6,750.00 | 12 | \$ 81,000.00 |
| Maintenance Contingency | \$ 45,000.00 | | \$ 45,000.00 |
| FY 25 Total Maintenance Costs | | | \$ 977,825.92 |
| YEAR 8 - FY 2026 (July 1, 2025 - June 30, 2026) | | | |
| 7th Year Software and Hardware Maintenance* FY 26 | | | |
| Hampton | \$ 14,716.68 | 12 | \$ 176,600.16 |
| Hooksett | \$ 14,716.68 | 12 | \$ 176,600.16 |
| Dover | \$ 14,716.68 | 12 | \$ 176,600.16 |
| Rochester | \$ 14,716.68 | 12 | \$ 176,600.16 |
| Bedford | \$ 14,716.68 | 12 | \$ 176,600.16 |
| Oracle Maintenance | \$ 177,000.00 | | \$ 177,000.00 |
| Data Center Communication Costs - Consolidated Communications & Navasite | \$ 7,000.00 | 12 | \$ 84,000.00 |
| Maintenance Contingency | \$ 45,000.00 | | \$ 45,000.00 |
| End of Contract Term Transition | \$ 31,882.51 | | \$ 31,882.51 |
| FY 26 Total Maintenance Costs | | | \$ 1,220,883.31 |
| TOTAL MAINTENANCE COSTS | | | \$ 3,219,129.50 |

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*Contract est 3% increase in FY 25 & 26. Actual cost increase will be determined per Cost-of-Living Increase (COLA) at begin of Calendar year. Communication and Oracle Maintenance cost is estimated pass through with no markup.

1.5 Kapsch Labor Rates Worksheet

The State may request additional services from Kapsch and requires rates in the event that additional Service is required. The following format must be used to provide this information. "FY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

Table 1.5 Kapsch Labor Rates Worksheet

| ITEM | STAFF POSITIONS | Fully Burdened Hourly Rate* | | |
|------|-------------------------------|-----------------------------|----------|----------|
| | | FY 2024 | FY 2025 | FY 2026 |
| 1 | Project Principal | \$434.07 | \$447.09 | \$460.51 |
| 2 | Project Manager | \$282.13 | \$290.60 | \$299.31 |
| 3 | Assistance Project Manager | \$282.13 | \$290.60 | \$299.31 |
| 4 | Quality Assurance Manager | \$282.13 | \$290.60 | \$299.31 |
| 5 | Technical (Software) Manager | \$227.88 | \$234.71 | \$241.76 |
| 6 | Installation Manager | \$238.73 | \$245.89 | \$253.27 |
| 7 | System Administrator | \$217.03 | \$223.54 | \$230.24 |
| 8 | Network Administrator | \$217.03 | \$223.54 | \$230.24 |
| 9 | System Analyst | \$217.03 | \$223.54 | \$230.24 |
| 10 | Software Architect | \$217.03 | \$223.54 | \$230.24 |
| 11 | Software Development Engineer | \$217.03 | \$223.54 | \$230.24 |
| 12 | Hardware Engineer | \$260.43 | \$268.24 | \$276.29 |
| 13 | Communications Engineer | \$217.03 | \$223.54 | \$230.24 |
| 14 | Maintenance Technician | \$ 97.06 | \$ 99.97 | \$102.97 |
| 15 | Manager, Quality Engineering | \$227.88 | \$234.71 | \$241.76 |
| 16 | Licensed Electrician | \$282.13 | \$290.60 | \$299.31 |
| 17 | Electrician Helper | \$282.13 | \$290.60 | \$299.31 |
| 18 | Installation Technician | \$121.32 | \$124.96 | \$128.71 |
| 19 | Installation Supervisor | \$151.66 | \$156.21 | \$160.89 |
| 20 | Licensed Electrical Engineer | \$282.13 | \$290.60 | \$299.31 |

*Contract est 3% increase in FY 25 & 26. Actual cost increase will be determined per Cost-of-Living Increase (COLA) at begin of Calendar year.

**Any travel rate for out-of-scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel Kapsch shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursement must be supported by appropriate records and receipts.

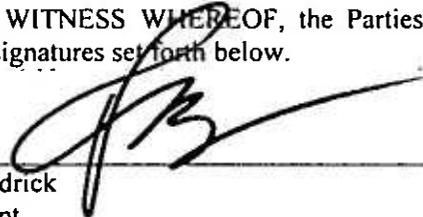
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 Department of Transportation
 Bureau of Turnpikes
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 Open Road and All Electronic Tolling Systems
 CONTRACT AMENDMENT 2

Contract # 40832 – Open Road and All Electronic Tolling System Amendment Descriptions:

| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | EFFECTIVE DATE | CONTRACT AMOUNT |
|-------------------------------|-------------------|---|------------------------|
| | Original Contract | October 7, 2015, through June 30, 2023 | \$9,170,943.23 |
| Amendment # 1 | Amendment 01 | G&C approval date through June 30, 2023 | \$0.00 |
| Amendment # 2 | Amendment 02 | G&C approval date through June 30, 2026 | \$5,071,616.51 |
| CONTRACT TOTAL | | | \$14,242,559.74 |

11. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Contract Amendment 2 shall take effect upon the approval date it is approved by the G&C.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date of their respective signatures set forth below.



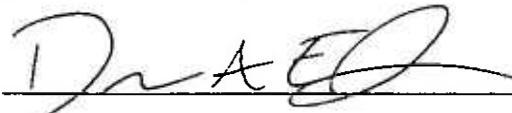
 JB Kendrick
 President
 Kapsch TrafficCom USA, Inc.

Date: May 25, 2023



 William Cass, P.E.
 Commissioner
 State of New Hampshire
 Department of Transportation

Date: 5/31/23



 Approval by Attorney General Office

Date: 6/12/23

 Approval by the Governor and Council

Date: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KAPSCH TRAFFICCOM USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 07, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 400075

Certificate Number: 0006234485



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2023.

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

David M. Scanlan
Secretary of State

Kapsch TrafficCom USA, Inc.

Officer's Certificate of Authority

The Corporate Secretary of Kapsch TrafficCom USA, Inc., a Delaware Corporation (the "Company") hereby certifies, as of the date hereof, as follows:

1. I am the duly elected, qualified Corporate Secretary of the Company, and am familiar with the facts herein certified with respect to the Company and am duly authorized to certify the same with respect to the Company.

2. I have reviewed the Resolutions of the Company and confirm that the Officers of the Company, JB Kendrick, Brian Tom, Frank Meehan, Tony Pable, Janet Eichers, and Dan Toohey are each authorized individuals to sign and bind the Company to all obligations under contracts on behalf of the Company:

| Name | Position |
|---------------|---|
| JB Kendrick | President |
| Brian Tom | CFO |
| Frank Meehan | Senior Vice President, PMO, Delivery & Operations |
| Tony Pable | Senior Vice President, Engineering |
| Janet Eichers | Senior Vice President, General Counsel, Secretary |
| Dan Toohey | Senior Vice President, Sales/Business Development |
| Jeffrey Adler | Vice President, Engineer of Record |

IN WITNESS OF, I have hereunto set my hand as of the 25th day of May, 2023



Janet L. Eichers
Secretary
Kapsch TrafficCom USA, Inc.

**UNANIMOUS WRITTEN CONSENT TO ACTION
OF THE BOARD OF DIRECTORS OF
KAPSCH TRAFFICCOM USA, INC.
TAKEN WITHOUT A MEETING**

The undersigned, being all of the members of the Board of Directors of Kapsch TrafficCom USA, Inc., a Delaware corporation (the "Corporation"), pursuant to Article III, Section 8 of the Amended and Restated Bylaws of the Corporation, permitting such action as to be taken without a meeting, hereby consent in writing to the adoption of the following resolutions:

Corporate Officers

RESOLVED, that effective as of December 1, 2022, that the following persons be, and hereby are Officers of the Corporation, and elected to the offices of the Corporation as set forth opposite their names below, to serve in such capacities until the next annual meeting of the Board of Directors or until their successors are duly elected and qualified:

- | | |
|-----------------|---|
| • JB Kendrick | President |
| • Brian Tom | CFO |
| • Frank Meehan | Senior Vice President, PMO, Delivery & Operations |
| • Tony Pable | Senior Vice President, Engineering |
| • Janet Eichers | Senior Vice President, General Counsel, Secretary |
| • Dan Toohey | Senior Vice President, Sales/Business Development |
| • Jeffrey Adler | Vice President, Engineer of Record |

Omnibus Resolutions

RESOLVED FURTHER, that appointed Officers individually may take all actions on behalf of the Company as specified in the Amended and Restated Bylaws and all relevant Corporation policies and procedures, including but not limited to, executing and approving all contractual agreements, and related certifications, instruments, materials and transactions. The Vice President, Professional Services Engineer shall have the preceding authorities solely with respect to matters specifically requiring such authorities of a Professional Engineer.

Kapsch TrafficCom USA, Inc.
Officers – May 25, 2023
Proprietary and Confidential
Page 1 of 2

RESOLVED FURTHER, that all prior acts or actions taken by the officers of the Corporation in connection with the foregoing resolution are within the authority conferred thereby and are hereby ratified, confirmed, and approved as the acts and deeds of the Corporation.

This Unanimous Written Consent may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

This Unanimous Written Consent shall be filed in the Minute Book of the Corporation and become part of the records of the Corporation.

This Unanimous Written Consent shall be effective for all purposes as of December 1, 2022.



JB Kendrick, Director, President

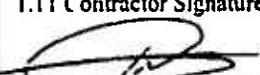
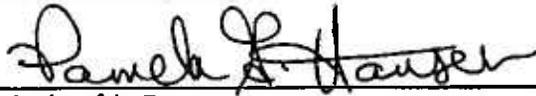
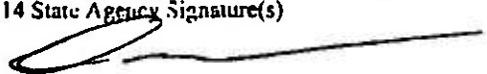
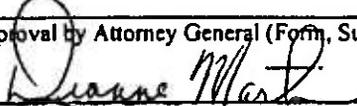


Brian Tom, Director, CFO

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT-GENERAL PROVISIONS**

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

GENERAL PROVISIONS

| | | | |
|--|---------------------------|--|---|
| 1.1 State Agency Name Department of Transportation - Bureau of Turnpikes | | 1.2 State Agency Address PO BOX 2950 Concord NH 03302-2950 | |
| 1.3 Contractor Name Kapsch TrafficCom Transportation NA, Inc. | | 1.4 Contractor Address 211 E. 7 th Street, Suite 800 Austin Texas 78701 | |
| 1.5 Contractor Phone Number 1-832-540-0521 | 1.6 Account Number | 1.7 Completion Date June 30, 2023 | 1.8 Price Limitation \$9,170,943.23 |
| 1.9 Contracting Officer for State Agency Victoria Sheehan, Commissioner | | 1.10 State Agency Telephone Number 603-271-1486 | |
| 1.11 Contractor Signature  | | 1.12 Name & Title of Contractor Signatory Alfredo Escriba / Michael Hofer President / CFO | |
| 1.13 Acknowledgement: State of Virginia, County of On <u>11/11/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [seal] | |  Pamela Gay Hansen NOTARY PUBLIC Commonwealth of Virginia Reg. #7654090 My Commission Expires 5/31/2019 | |
| 1.13.2 Name & Title of Notary or Justice of the Peace Executive Assistant | | | |
| 1.14 State Agency Signature(s)  | | 1.15 Name/Title of State Agency Signatory David Rodriguez Director of Operations | |
| 1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>1/11/17</u> | | | |
| 1.18 Approval by the Governor & Council By:  On: FEB 01 2017 | | | |

DEPUTY SECRETARY OF STATE

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials: des Date: 11/11/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT-GENERAL PROVISIONS**

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Contract Agreement RFP 2016-041 General Provisions

Kapsch initials: *deu*
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
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OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT-GENERAL PROVISIONS**

TERMS AND DEFINITIONS

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

| | |
|----------------------------------|---|
| 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 Deliverable has satisfied Acceptance Tests or Review. |
| Acceptance Period | The timeframe during which the Acceptance Test is performed. |
| Acceptance Test Plan | The Acceptance Test Plan provided by Kapsch and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables. |
| Access Control | Supports the management of permissions for logging onto a computer or network. |
| Agency | "Agency" shall mean the Bureau or Department, both as defined herein. |
| Agency Representative | In the context of Appendix C: System Requirements and Deliverables, the Bureau's designated representative. Also referred to as "Agency's Designated Representative". |
| Agreement | A Contract duly executed and legally binding. |
| Appendix | Supplementary material that is collected and appended at the back of a document. |
| Approve | "Approve" and its variations (e.g., "Approval") when capitalized in this RFP refers to the State's Acceptance of a Document, condition, action or Deliverable in writing for its own internal purposes. The State's Approval shall not be construed to mean the State's endorsement or assumption of liability, nor shall it relieve Kapsch of its responsibilities under the Contract. |
| Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or system. |
| Breach or Breach of Security | Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. |
| Bureau | New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 36 Hackett Hill Road, Hooksett, NH 03106. |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
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**STATE OF NEW HAMPSHIRE
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BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
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|--------------------------------|---|
| Business Day | The twenty-four (24) hour day expressed from 00:00 AM to 24:00 AM in military time. |
| Certification | Kapsch's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Kapsch has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review. |
| Change Order or Change Request | Formal documentation prepared for a proposed change in the Specifications or the Contract Document. |
| Completion Date | End date for the Contract. |
| Confidential Information | Information required to be kept Confidential from unauthorized disclosure under the Contract. |
| Contract | The Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents. |
| 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. |
| Contract Managers | The persons identified by the State and Kapsch 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. |
| Contracted Contractor | Kapsch whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Custom Software | Software developed by Kapsch 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 Kapsch during the Contract Term. |
| Deliverable | A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Kapsch to the State or under the terms of a Contract requirement. |
| Department | An agency of the State - N.H. Department of Transportation. |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
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BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
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| | |
|---|---|
| Department of Information Technology (DoIT) | The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008. |
| Design Documentation | System Design Documentation required under this Contract, including as example but not limited to: the Requirements Document, Software Development Plan, System Requirements Document and System Detailed Design Document. |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| Digital Signature | Guarantees the unaltered state of a file. |
| 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 encoding of data for security purposes. |
| Enhancements | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders. |
| 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") <ol style="list-style-type: none"> 1. Failure to perform the Services satisfactorily or on schedule; 2. Failure to submit any report required; and/or 3. Failure to perform any other covenant, term or condition of the Contract |
| Existing Lane System | Existing Lane System and its variations, (e.g. Existing Lane Host Server, Existing Lane Contractor, Existing Lane System Central Host System, Existing Lane Host System) with Xerox. |
| Existing ORT System | Existing ORT System in Hooksett and Hampton and its variations, (e.g. ORT Host CPS) with Kapsch/Telvent. |
| E-ZPass Customer Service Center (CSC) | E-ZPass Back Office System. |
| Final Acceptance Test (FAT) | The Final Acceptance Test is a verification process performed in a natural storm event. The FAT verifies System functionality against predefined acceptance criteria that support the successful execution of approved maintenance solution(s). |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials: *JK*
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
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|-----------------------------------|--|
| Final System Acceptance | Final System Acceptance will be considered by the State to have occurred when, the State in its sole discretion, determines Kapsch has complied with all of the completion requirements set forth for the Project in the Contract Agreement. |
| 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 Kapsch's cost experience in performing the Contract. |
| Governor and Executive Council | The New Hampshire Governor and Executive Council. |
| GUI | Graphical User Interface. |
| 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 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. |
| Input Validation | Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization |
| Intrusion Detection | Supports the detection of illegal entrance into a computer system. |
| Invoking Party | In a dispute, the party believing itself aggrieved. |
| Key Project Staff | Personnel identified by the State and by the contracted Contractor as essential to work on the Project. |
| Licensee | The State of New Hampshire. |
| Maintenance | The phase of the Project immediately subsequent to Final System Acceptance to June 30, 2019 with the potential of three (3) – three (3) year optional extensions at the sole discretion of the State. |
| 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-Software Deliverables | Deliverables that are not Software Deliverables or Written. Deliverables, e.g., meetings, help support, services, other. |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
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**STATE OF NEW HAMPSHIRE
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|-------------------------|--|
| Normal Business Hours | Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided. |
| Notice to Proceed (NTP) | The State Contract Manager's written direction to Kapsch to begin work on the Contract on a given date and time. |
| Operating System | System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations. |
| Operational | Operational means the System is operating 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 an Acceptance Letter. |
| 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. |
| Project | The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto. |
| Project Team | The group of State employees and contracted Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Management Plan on time, on budget and to the required specifications and quality. |
| Project Management Plan | A document describing the processes and methodology to be employed by Kapsch to ensure a successful project. The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Project Management Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task. |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
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|----------------------------|--|
| Project Managers | The persons identified who shall function as the State's and Kapsch's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Orders. |
| Project Staff | State personnel assigned to work with Kapsch on the project. |
| Proposer | Any individual, firm, or corporation who has submitted a Proposal on the Project and who has met the minimum requirements established by the State for Proposal evaluation. Also referred to as the "Contractor". |
| Proposal | The submission from a Contractor in response to the Request for a proposal or statement of work. |
| 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) business days. |
| 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. |
| Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network. |
| Schedule | The dates described in the Project Management Plan for deadlines for performance of Services and other Project events and activities under the Contract. |
| SaaS | Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code. |
| Service Level Agreement | A signed agreement between Kapsch and the State specifying the level of Service that is expected of, and provided by, Kapsch during the term of the Contract. |
| Services | The work or labor to be performed by Kapsch on the Project as described in the Contract. |
| Software | All custom Software and COTS Software provided by Kapsch under the Contract. |
| Software Deliverables | COTS Software and Enhancements. |
| Software License | Licenses provided to the State under this Contract. |
| 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 State and provided by Kapsch in response to this RFP. |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials: *ds*
Date: 11/1/16

**STATE OF NEW HAMPSHIRE
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|------------------------------|--|
| Specifications | The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |
| State | Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP. |
| 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 State and Kapsch. The SOW defines the results Kapsch remains responsible and accountable for achieving. |
| State's Confidential Records | The 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. |
| State Data | Any information contained within the State systems in electronic or paper format. |
| State Fiscal Year (SFY) | The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year. |
| State Project Leader | The State's representative with regard to Project oversight. |
| State's Project Manager (PM) | The State's representative with regard to Project management and technical matters. The State's Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Orders. |
| Subcontractor | A person, partnership, or company not in the employment of, or owned by, Kapsch, which is performing Services under this Contract under a separate Contract with or on behalf of Kapsch. |
| System | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications. |
| System Integrator | The selected Contractor on this Project. See "Contractor". |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
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|------------------------|--|
| Test Plan | A plan, integrated in the Project Management 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. |
| Term | The duration of the Contract. |
| User Management | Supports the administration of computer, application and network accounts within an organization. |
| Contractor/Contractors | The contracted individual, firm, or company that will perform the duties and Specifications of the Contract. |
| Verification | Supports the confirmation of authority to enter a computer system, application or network. |
| Walk Through | A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development. |
| Warranty Period | A period of coverage during which the contracted Contractor is responsible for providing a guarantee for products and services delivered. For this Contract the period will be one (1) year from the Provisional Final System Acceptance. |
| Warranty Releases | Code releases that are done during the warranty period. |
| Warranty Services | The Services to be provided by Kapsch during the Warranty Period. |
| Warranty Work | The Work to be provided during the Warranty Period under the terms of the Warranty as set forth in the Contract Documents. |
| Work | The term Work, as used herein, includes all work which, in the judgment of the State, is necessary for completion of the construction and the Project under the Contract Documents and includes, without limitation, all plant, labor, materials, equipment, systems, services and software and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents. Furthermore, without limiting the generality of the foregoing, the Work includes and is the result of performing or furnishing Design professional services and construction and installed equipment required by the Contract Documents. |

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT-GENERAL PROVISIONS**

| | |
|-------------------------|---|
| Project Management Plan | The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Project Management Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task. |
| Written Deliverables | Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by Kapsch either in paper or electronic format. |

1. INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Transportation ("State"), and Kapsch TrafficCom Transportation NA, Inc., a Texas Corporation, (Kapsch), having its principal place of business at 211 E. 7th Street, Suite 800, Austin Texas 78701.

The State of New Hampshire (hereinafter known as State), acting through the Bureau of Turnpikes, has released a Request for Proposal (RFP) Project to design, develop and install an Open Road Tolling System at the Bedford Mainline Plaza and maintenance of the existing ORT lanes at the Hampton Mainline and Hooksett Mainline Plazas.

RECITALS

The State desires to have Kapsch design, develop and install an Open Road Tolling System at the Bedford Mainline Plaza and maintenance of the existing ORT lanes at the Hampton Mainline and Hooksett Mainline Plazas for the Department of Transportation;

The parties therefore agree as follows:

1.1 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

- A. Contract Agreement - General Provisions
- B. Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services

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Exhibit H- Compliance Matrix
Exhibit I- Project Management Plan
Exhibit J- Software License & Source Code
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- NHDOT RFP 2016-041 with Addenda, by reference
Exhibit N- The Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

1. The State of New Hampshire, Department of Transportation Contract 2016-041 (resulting Contract from the RFP, once executed).
2. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
3. Final State Responses to Vendor Inquiries to RFP 2016-041.
4. RFP 2016-041 ORT Toll System May 12, 2016 with related attachments, appendices, and Addendums #1 and #2.
5. Kapsch Proposal including interview presentation material and response to State's questions to RFP 2016-041.

1.3. CONTRACT TERM

Kapsch shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval of the contract ("Effective Date").

Kapsch initial term will begin on the Effective Date and extend through five (5) years ("Initial Term") and expire no later than June 30, 2023. The contract term may be extended by three (3) additional three (3) year terms ("Extended Term") 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 June 30, 2032.

Kapsch shall commence work upon issuance of a Notice to Proceed (NTP) by the State.

The State does not require Kapsch to commence work prior to the Effective Date; however, if Kapsch commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Kapsch. In the event that the Contract does not become effective, the State shall be under no obligation to pay Kapsch for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

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2.0 COMPENSATION

2.1 CONTRACT PRICE

The Contract Price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$9,170,943.23 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

3.0 CONTRACT MANAGEMENT

Kapsch must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

The Project will require the coordinated efforts of a Project Team consisting of both Kapsch and State personnel. Kapsch shall provide all necessary resources to perform its obligations under the Contract. Kapsch shall be responsible for managing the Project to its successful completion.

3.1 Kapsch Contract Manager

Kapsch shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Kapsch's Contract Manager is:

Paul Muzzey
Kapsch TrafficCom Transportation NA, Inc.
Tel: (617) 461-4347
Mobil: (617) 461-4347
Email: Paul.Muzzey@kapsch.net

3.2 Kapsch Project Manager

3.2.1 Contract Project Manager

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Kapsch initials:
Date: 11/13/16

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Kapsch shall assign a Project Manager who meets the requirements of the Contract. Kapsch's selection of their 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 Kapsch Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Kapsch Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 Kapsch 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 Kapsch representative for all administrative and management matters. Kapsch Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I. Kapsch Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Kapsch Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Kapsch shall not change its assignment of Kapsch Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Kapsch Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Kapsch Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 3.6: *Reference and Background Checks*, below. Kapsch shall assign a replacement Kapsch Project Manager within ten (10) business days of the departure of the prior Kapsch Project Manager, and Kapsch shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Kapsch in default and pursue its remedies at law and in equity, if Kapsch fails to assign a Kapsch Project Manager meeting the requirements and terms of the Contract.

3.2.5 Kapsch Project Manager is:
Michael Yager
Kapsch TrafficCom Transportation NA, Inc.
Tel: (512) 592-5954
Mobil: (512) 761-2516
Email: Michael.Yager@kapsch.net

3.3 Kapsch Key Project Staff

3.3.1 Kapsch shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *Requirements and Deliverables and Form 8 Compliance Matrix*. The State may conduct

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Kapsch initials:
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reference and background checks on Kapsch Key Project Staff. The State reserves the right to require removal or reassignment of Kapsch Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 3.6: *Background Checks*.

3.3.2 Kapsch shall not change any Kapsch Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Kapsch Key Project Staff will not be unreasonably withheld. The replacement Kapsch Key Project Staff shall have comparable or greater skills than Kapsch Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 3.6: *Reference and Background Checks*.

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

3.3.3.1 Kapsch Key Project Staff shall consist of the following individuals in the roles identified below:

Kapsch Key Project Staff:

| Key Member(s) | Title |
|------------------|---------------------------|
| Paul Muzzey | Project Principal |
| Michael Yager | Project Manager |
| Christina Mendez | Assistant Project Manager |
| Sam Sparks | Software Manager |
| Daniel Lafuente | Maintenance Manager |
| Carlos Aguilera | Quality Assurance Manager |
| Valentin Rusu | Data Migration Manager |
| Kris Larsen | Installation Manager |

3.4 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:

John Corcoran
Department of Transportation
Bureau of Turnpikes
Tel: (603)-485-3806
Fax: (603)-485-2107
Cell: (603)-545-4531
jcorocan@dot.state.nh.us

US Mail:
PO Box 2950
Concord NH 03302-2950

UPS, DHL, Federal Express (etc.):
36 Hackett Hill Road
Hooksett NH 03106

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Kapsch initials: *dm*
Date: 11/11/16

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3.5 STATE PROJECT MANAGER

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

- Lead the Project through design, development, testing and maintenance;
- Oversee Project's acceptance, planning, implementation and follow-up issues;
- Contact point for coordination and management of Project Implementation Plan with Kapsch and State's Project team;
- Coordinate/plan with Contractor testing, conversion and implementation of the Project;
- Facilitate Project strategy and approach;
- Engage and manage Contractor;
- Manage significant issues and risks; and
- Manage stakeholders' concerns.

The State Project Manager is:

| | |
|--|----------------------|
| Renee Dupuis | Tel: (603)-485-3806 |
| Department of Transportation | Fax: (603)-485-2107 |
| Bureau of Turnpikes | Cell: (603)-848-7481 |
| rdupuis@dot.state.nh.us | |

3.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of Kapsch Project Manager and Kapsch Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 VENDOR RESPONSIBILITIES

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

Kapsch may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section H-25: General Contract Requirements in RFP 2016-041 and the Contract Agreement-General Provisions. Kapsch must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Kapsch to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 DELIVERABLES AND SERVICES

Kapsch shall provide the State with the Deliverables and Services in accordance with the time frames in the final approved Project Management Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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Kapsch initials: *JD*
Date: 11/11/16

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Upon its submission of a Deliverable or Service, Kapsch represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Kapsch that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*.

Unless otherwise noted or instructed by NHDOT document deliverables require a draft, final draft submission for NHDOT review and approval.

- Draft – Draft submittals shall be completed by Kapsch with intent to represent a 90% completion. NHDOT’s review of the Draft shall serve as the initial review and to resolve any outstanding issues and/or clarifications needed for Kapsch to complete the document and submit a Final Draft. NHDOT shall be allowed a 15 business day review period for all Draft submittals.
- Final Draft – The Final Draft shall be considered 100% complete taking into consideration and applying all comments and resolutions from the Draft submittal. NHDOT’s review of the Final Draft is intended to verify that all comments and resolutions have been appropriately applied. NHDOT shall be allowed a 3 business day review period for all Final Draft submittals.

Final submittals shall also be subject to final review and approval by NHDOT and for subsequent payment where applicable. NHDOT review times are estimates. If the Kapsch’s submittals are incomplete the review may take longer. The NHDOT reserves the right to reject any submittal which it feels has not been adequately prepared. The NHDOT will inform Kapsch in writing in such event and will request a resubmittal of the deliverable. NHDOT’s rejection shall not waive Kapsch’s responsibility to fulfill and maintain the approved project schedule.

If the State rejects the Deliverable, the State shall notify Kapsch of the nature and class of the Deficiency and Kapsch shall correct the Deficiency within the period identified in the Project Management Plan. If no period for Kapsch correction of the Deliverable is identified, Kapsch shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have fifteen (15) business days to review the Deliverable and notify Kapsch of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Kapsch fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Kapsch to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Kapsch in default, and pursue its remedies at law and in equity. In the event Kapsch fails to address comments appropriately requiring

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additional or repetitive reviews the NHDOT reserves the right to seek reimbursement for any additional consultant costs related to the additional review efforts.

NHDOT will review and approve all deliverables required under the Contract. In the event Kapsch fails to receive approval of any document prior to "Go-Live" as identified in Exhibit A *Contract Delivers*, the NHDOT may withhold, in its entirety, monthly operations payments until such documents are satisfactorily submitted and approved.

Kapsch shall take into consideration the review and response times of both the NHDOT and Kapsch in preparing and managing the timeliness of the document deliverables.

As part of each review process, NHDOT will provide Kapsch with a consolidated set of comments on the deliverable submitted for review. Kapsch shall respond in writing to all NHDOT provided comments. A comment resolution meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments and/or responses provided. Based on NHDOT comments and the results of the comment resolution meeting, Kapsch shall prepare a final version of the deliverable for NHDOT approval.

4.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

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

Kapsch shall provide the State with Remote Operations and Maintenance System (ROMS) Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Source Code* for the following Source Code.

| <u>Kapsch Product</u> | <u>Version</u> |
|-----------------------|----------------|
| ROMS | 1.0 |

4.4.1 Software Support and Maintenance

Kapsch shall provide the State with ROMS Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Source Code* for the following Source Code.

| <u>Kapsch Product</u> | <u>Version</u> |
|-----------------------|----------------|
| ROMS | 1.0 |

4.5 SECURITY

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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Kapsch initials:
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IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See Exhibit F: *Testing Services* for detailed information on requirements for Security testing.

5. SOFTWARE

Kapsch shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Source Code*, and Exhibit H: *Compliance Matrix*.

6. WARRANTY SERVICES

Kapsch shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

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Kapsch initials:
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8. PROJECT MANAGEMENT PLAN DELIVERABLE

Kapsch shall provide the State with a Project Management Plan that shall include, without limitation, a detailed description as described in the RFP 2016-041 of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Project Management Plan shall be a separate Deliverable and is referenced in Contract Exhibit I: *Project Management Plan*. Kapsch shall update the Project Management Plan as necessary, but no less than every month, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Project Management Plan must be approved by the State, in writing, prior to final incorporation.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Project Management Plan* shall not relieve Kapsch from liability to the State for damages resulting from Kapsch failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Kapsch must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Kapsch or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Kapsch to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Kapsch failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Project Management Plan, the Schedule shall automatically extend on a day-to-day basis, or as mutually agreed to between the parties.

9. CHANGE ORDERS

PHASE I - (DESIGN, TRAINING, INSTALLATION, DEVELOPMENT, DATA MIGRATION, TESTING AND BEDFORD GO-LIVE)

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of Kapsch receipt of a Change Order, Kapsch shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Management Plan.

Kapsch may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Project Management Plan. The State shall attempt to respond to Kapsch requested Change Order within five (5) business days. The State Agency must approve all Change Orders in writing.

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

PHASE II – ORT MAINTENANCE AND WARRANTY

The State may make changes or revisions at any time by written Change Order. Within ten (10) business days of Kapsch receipt of a Change Order, Kapsch shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Management Plan.

Kapsch may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Project Management Plan. The State shall attempt to respond to Kapsch requested Change Order within ten (10) business days. The State Agency must approve all Change Orders in writing.

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, Kapsch shall own and hold all title and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to Kapsch provided Software, and their associated Documentation including any and all performance enhancing operational plans and Kapsch special utilities. Kapsch shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract pursuant to the provisions set forth in Exhibit J: *Software License and Source Code*.

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

10.2 STATE'S DATA AND PROPERTY

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

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Kapsch initials:
Date: 11/1/16

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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 VENDOR'S MATERIALS

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

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

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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.

10.5 CUSTOM SOFTWARE SOURCE CODE

Kapsch shall provide the State with a copy of the source code for any custom developed software for the APEX, ROMS and ICS Software as noted below, 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.

Kapsch Product
N/A

Version
Providing Baseline

Contract Agreement RFP 2016-041 General Provisions

Kapsch initials:
Date: 11/11/16

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10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) 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; (iii) 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 (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Kapsch shall immediately notify the State if any request, subpoena or other legal process is served upon Kapsch regarding the State Confidential Information, and Kapsch 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.

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

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11.3 KAPSCH CONFIDENTIAL INFORMATION

Insofar as Kapsch seeks to maintain the confidentiality of its confidential or proprietary information, Kapsch must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Kapsch considers the Software and Documentation to be Confidential Information. Kapsch acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A: *Access to Public Records and Meetings*. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A: *Access to Public Records and Meetings*. In the event the State receives a request for the information identified by Kapsch as confidential, the State shall notify Kapsch and specify the date the State will be releasing the requested information. At the request of the State, Kapsch shall cooperate and assist the State with the collection and review of Kapsch information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Kapsch's sole responsibility and at Kapsch's sole expense. If Kapsch 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 Kapsch, without any liability to Kapsch.

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Kapsch shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 KAPSCH

Subject to applicable laws and regulations, in no event shall Kapsch be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Kapsch liability to the State shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Kapsch indemnification obligations set forth in the Contract Agreement-General Provision 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

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12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. INDEMNIFICATION

Kapsch shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of Kapsch. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

14. TERMINATION

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

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

- a. Failure to perform the Services in accordance with the Specifications and other contract documents or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

14.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide Kapsch written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Kapsch fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Kapsch notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Kapsch a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the

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Contract price which would otherwise accrue to Kapsch during the period from the date of such notice until such time as the State determines that Kapsch has cured the Event of Default. The State may withhold the suspended payments at its discretion if the State determines that the default substantially impacted the products and services provided to the State by Kapsch during the default period.

- c. Set off against any other obligations the State may owe to Kapsch any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Kapsch 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.

14.1.2 Kapsch shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

14.2 TERMINATION FOR CONVENIENCE

14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Kapsch. In the event of a termination for convenience, the State shall pay Kapsch the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

14.2.2 During the thirty (30) day period, Kapsch shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

14.3 TERMINATION FOR CONFLICT OF INTEREST

14.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties

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hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Kapsch did not know, or reasonably did not know, of the conflict of interest.

14.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Kapsch, the State shall be entitled to pursue the same remedies against Kapsch as it could pursue in the event of a default of the Contract by Kapsch.

14.4 TERMINATION PROCEDURE

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

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Kapsch 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 thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- 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 Kapsch and in which State has an interest;
- d. Except for Kapsch Software 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 State and which has been accepted or requested by the State;
- e. Provide written certification to the State that Kapsch has surrendered to the State all said property; and
- f. Assist in Transition Services in accordance with Appendix C Section 9.6.2 at no additional cost.

15. CHANGE OF OWNERSHIP

In the event that Kapsch should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Kapsch, its successors or assigns for the full

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remaining term of the Contract; continuing under the Contract with Kapsch, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Kapsch, its successors or assigns.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 Kapsch shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Sub-contractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Kapsch of any of its obligations under the Contract nor affect any remedies available to the State against Kapsch that may arise from any event of default of the provisions of the contract. The State shall consider Kapsch to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

17. DISPUTE RESOLUTION

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

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

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Dispute Resolution Responsibility and Schedule Table

| LEVEL | CONTRACTOR | STATE | CUMULATIVE ALLOTTED TIME |
|----------------|--|---|---------------------------------|
| Primary | Michael Yager Kapsch Project Manager (PM) | Renee Dupuis State Project Manager (PM) | 5 Business Days |
| First | Paul Muzzey Kapsch Project Principal | John Corcoran Administrator | 10 Business Days |
| Second | Tawnya Clark Kapsch Vice President Sales, Tolling North America | David Rodrigue Director of Operations | 15 Business Days |

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

18 ESCROW OF CODE

Kapsch will enter into a source and configuration code escrow agreement, with a State approved escrow agent, set forth in Exhibit J: *Software License and Source Code*.

19 GENERAL PROVISIONS

19.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

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19.2 COMPLIANCE BY WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

19.2.1 In connection with the performance of the Contract, Kapsch shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon, including, but not limited to, civil rights, anti-discrimination and equal opportunity laws. Kapsch shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, Kapsch shall comply with all applicable copyright laws.

19.2.2 During the term of the Contract, Kapsch shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non-discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

19.2.3 If the Contract is funded in any part by monies of the United States, Kapsch shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. Kapsch further agrees to permit the State, or United States, access to any of pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

19.3 REGULATORY/GOVERNMENT APPROVALS

Kapsch shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

19.4 WORKERS' COMPENSATION.

19.4.1 By signing this agreement, Kapsch agrees, certifies and warrants that it is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

19.4.2 To the extent Kapsch is subject to the requirements of N.H. RSA chapter 281-A, Kapsch shall maintain, and require any sub or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Kapsch 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

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responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for, or any sub or employee of, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

19.5 PERSONNEL

19.5.1 The performance of Kapsch's obligations under the Contract shall be carried out by Kapsch, at its own expense, and Kapsch shall provide all personnel, materials and resources required under the Contract and as necessary to perform' obligations under the Contract. Kapsch warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

19.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (General Provisions, Page 1, Block 1.7 of the Contract Agreement), shall not hire, and Kapsch shall not permit any sub 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 the Contract. This provision shall survive termination of the Contract

19.6 WAIVER OF BREACH.

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of Kapsch.

19.7 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.

19.8 CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and insures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement was chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.9 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.

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19.10 HEADINGS.

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

19.11 SPECIAL PROVISIONS.

Additional provisions set forth in the attached Exhibit C: *Special Provisions* are incorporated herein by reference.

19.12 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.

19.13 ENTIRE AGREEMENT.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

19.14 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services of this Contract. The State will reimburse for any travel or out of pocket expenses incurred in the performance of any Services deemed to be outside the scope of this Contract i.e. Change Request and Work Orders as described in Exhibit B: *Price and Payment Schedule*.

19.15 SHIPPING AND DELIVERY FEE EXEMPTION

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

19.16 ACCESS/COOPERATION

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Kapsch with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

19.17 REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by DoIT and the State.

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19.18 COMPUTER USE

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"), Kapsch understands and agrees to the following rules:

- 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 Kapsch access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Kapsch 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 Kapsch 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 Kapsch Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Kapsch is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

19.19 REGULATORY GOVERNMENT APPROVALS

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

19.20 INSURANCE

19.20.1 Kapsch Insurance Requirement

Kapsch shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor or assignee to obtain and maintain in force, the following insurance:

Additional insurance required for this Project include:

- 19.20.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amount \$2,000,000 per occurrence;
- 19.20.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1: *Software Title* herein, in an amount not less than 80% of the whole replacement value of the property;
- 19.20.1.3 Pollution/Environmental Impairment Liability Coverage

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19.20.1.4 Insurance for this coverage shall meet the New Hampshire DOT Standard Specification under Section 107.17 *Hazardous Materials*.

19.20.1.5 Professional Liability Coverage: Professional Liability Insurance in the amount of \$1,000,000 shall be obtained by Kapsch and any design professionals retained by Contractor for the Project.

19.20.1.6 Inland Marine: All tools and equipment that Kapsch has at the job Site or is owned by Kapsch are the responsibility of Kapsch, respectively. The Agency assumes no responsibility for the protection, maintenance, or repair of any tools or equipment.

All materials required by the Contract that can be damaged, stolen, or lost, must be insured by Kapsch as any partial payments made to Kapsch are deemed to be payment for such materials.

19.20.1.7 Proof of coverage for applicable limits shall be provided on the Certificate of Insurance. The transportation risk must be included. Deductibles or Self Insured Retentions: All deductibles and self-insured retentions are the sole responsibility of Kapsch. Deductibles or Self-Insured Retentions must be shown on the Certificate of Insurance. No retention (deductible) shall be more than \$100,000.

19.21.2 The policies described in subparagraph 19.21.1 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.

19.21.3 Kapsch 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. Kapsch 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 upon the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause related to notice of cancellation or modification of the policy.

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

19.21.5 Licensed Sureties and Insurers; Certificates of Insurance

The following shall be required in addition to the requirements in New Hampshire DOT Standard Specification Section 107.11 related to this topic:

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Contractor shall deliver to Agency, with copies to each additional insured indicated in the Contract Documents, certificates of insurance (and other evidence of insurance requested by Agency or any other additional insured) which Contractor is required to purchase and maintain in accordance with the requirements stated within this RFP and referenced documents.

19.22 EXHIBITS

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

19.23 VENUE AND JURISDICTION

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

19.24 SURVIVAL

The terms, conditions and warranties contained in the Contract by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: *Records Retention and Access Requirements*, Exhibit E Section 4: *Accounting Requirements*, and General Provisions-Section 11: *Use of State's Information*, Confidentiality and General Provisions- Section 13: *Indemnification* which shall all survive the termination of the Contract.

19.25 FORCE MAJEURE

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

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

19.26 NOTICES

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

KAPSCH TRAFFICOM
TRANSPORTATION NA, INC.
8201 Greensboro Drive, Suite
1002, McLean, VA 22102
Attn: Legal Counsel

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
PO BOX 2950
CONCORD NH 03302-2950
TEL: (603) 485-3806

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1. DELIVERABLES, MILESTONES AND ACTIVITIES

Kapsch shall provide shall provide the State with the Deliverables and Work required under this Contract, and as more particularly described in Contract Exhibit H: *Requirements – Compliance Matrix*.

General Project Assumptions

1. Kapsch will provide project tracking tools and templates to record and manage Issues, Risks, Change Orders, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Kapsch Project Manager will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, Kapsch shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. Kapsch shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C of the RFP 2016-041. Kapsch shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all testing as set forth in Exhibit F, *Testing Services*, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof subject to the terms of this Contract Section 1.3 *Contract Term*.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

The project will be delivered in two (2) distinct phases. Phase I will commence upon issuance of NTP and involve the various efforts and tasks required to design, develop, install and commission the new ORT System for revenue collection. Phase I will accomplished under the following sub phases:

Phase IA – Design, Development and Factory Test – Under this sub phase Kapsch shall complete the new ORT design and develop culminating in Factory Acceptance Test (FAT).

Contract Agreement RFP 2016-041 Exhibit A Contract Deliverables

Kapsch Initials
Date: 11/11/16

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Phase IB – Training, Installation, On-Site First Installation Test (OFIT), Commissioning, and Bedford Go Live – This will include the necessary efforts to provide any and all necessary installation and upgrade efforts including system commissioning testing.

Phase IC – Extended Operations Test (EOT) – This test will be a forty five (45) day evaluation of the new ORT under live operating conditions to prove out conformance with the specified requirements.

Phase II will commence with the Selected Contractor assuming all legacy system maintenance efforts on July 1, 2018. It is expected that Phase II will be completed no later than June 30, 2023.

Phase II – ORT Maintenance and Warranty – This phase includes both the provisions of full maintenance and system support during a twelve (12) month Warranty Period, following issuance of Provisional Final System Acceptance, and throughout the maintenance term. The Warranty Period is only applicable to the hardware installed at the Bedford Plaza.

Contract Agreement RFP 2016-041 Exhibit A Contract Deliverables

Kapsch Initials
Date: 11/11/16

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CONTRACT AGREEMENT - EXHIBIT A - CONTRACT DELIVERABLES**

2.1 Design/Implementation/Testing

| Item No. | Deliverable/Milestone | Estimate Due Date ²⁾ |
|----------|--|---------------------------------|
| 1 | Notice to Proceed/Mobilization | |
| 2 | Civil Design Function Requirements | 30 Days from NTP |
| 3 | Project Schedule (Baseline)/Escrow Deposit | 45 Days from NTP |
| 4 | Final Project Management Plan, including Quality Assurance Plan | 45 Days from NTP |
| 5 | System Requirements Document | During Phase IA |
| 6 | Draft Business Rules Document | During Phase IA |
| 7 | Draft Interface Control Documents | During Phase IA |
| 8 | Preliminary System Detailed Design Document | During Phase IA |
| 9 | Final Data Migration Plan | During Phase IA |
| 10 | Final Implementation & Transition Plan | During Phase IA |
| 11 | Final Master Test Plan | During Phase IA |
| 12 | Factory Acceptance Test (FAT) Plan | During Phase IA |
| 13 | Final Interface Control Documents | During Phase IB |
| 14 | Final System Detailed Design Document | During Phase IB |
| 15 | Final Maintenance Manual | During Phase IB |
| 16 | Final ORT installation Plan and 100% drawings Approved | During Phase IB |
| 17 | ORT On-Site First Installation Test (OFIT) Test Plan Approved | During Phase IB |
| 18 | Commissioning Test Plan | During Phase IB |
| 19 | Successful Completion of Installation, Commissioning and Go-Live (Phase IB complete) | During Phase IB |
| 20 | Final Business Rules Document | During Phase IB |
| 21 | Draft Reports Manual | During Phase IB |
| 22 | Draft User Manuals | During Phase IB |
| 23 | Final Disaster Recovery Plan & Business Continuity Plan | During Phase IB |
| 24 | Final Training Plan | During Phase IB |
| 25 | Final User Manuals | During Phase IB |
| 25 | Final Reports Manual | During Phase IB |
| 26 | Training Completed | During Phase IB |
| 27 | Extended Operations Test Plan | During Phase IC |
| 28 | Final As Built Drawings & Spare Parts List & BOM | During Phase IC |
| 29 | Final Project Acceptance and Final Software Escrow Deposit | During Phase IC |
| 30 | Retainage Released** | |

*Completion shall be based on approval by NHDOT

**Retainage Released after all final items, including satisfactory completion of all documentation, punch list issues are delivered, approved and closed.

*Final due dates will be set based on Kapsch Project Schedule approved by NHDOT.

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services*. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

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4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License and Source Code* and associated pricing is established in the year maintenance cost in Contract Exhibit B: *Price and Payment Schedule*.

Contract Agreement RFP 2016-041 Exhibit A Contract Deliverables

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CONTRACT AGREEMENT - EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

I. PAYMENT SCHEDULE

1.1 Non-Exclusive Not to Exceed

This is a Non-Exclusive Not to Exceed (NTE) with a maximum contract value of \$9,170,943.23 for the period between the Effective Date through June 30, 2018. Kapsch shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Kapsch to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

1.2 Cost Summary Detail

Table 1.2 Cost Summary Details

| Description | Year 1 | Contract Item Total | | | | |
|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------|
| Project Delivery Costs - Phases I | | | | | | |
| Bedford Design, Implementation, Testing | \$862,768.12 | \$862,768.12 | | | | |
| Bedford Plaza Hardware Cost Detail | \$636,104.33 | \$636,104.33 | | | | |
| Bedford Civil Cost | \$826,419.75 | \$826,419.75 | | | | |
| Project Delivery Phase I Total Costs | | \$2,325,292.20 | | | | |
| Future ORT Projects | | | | | | |
| Description | Dover ORT-2021 | Rochester ORT-2022 | Contract Item Total | | | |
| Dover ORT (2021) | \$1,827,921.59 | | \$1,827,921.59 | | | |
| Rochester ORT (2022) | | \$1,883,784.94 | \$1,883,784.94 | | | |
| Future ORT Projects Total Costs | | \$3,711,706.53 | | | | |
| Maintenance Costs | | | | | | |
| Description | Year 1 Maintenance (FY-2019) | Year 2 Maintenance (FY-2020) | Year 3 Maintenance (FY-2021) | Year 4 Maintenance (FY-2022) | Year 5 Maintenance (FY-2023) | Contract Item Total |
| Hooksett, Hampton & Bedford ORT | \$440,202.56 | \$454,384.52 | \$469,063.16 | \$484,255.16 | \$499,979.24 | \$2,347,884.64 |
| Dover ORT | | | \$144,687.69 | \$149,751.76 | \$154,993.07 | \$449,432.52 |
| Rochester ORT | | | | \$149,751.76 | \$154,993.07 | \$304,744.83 |
| Future Cost Item | | | | | \$31,882.51 | \$31,882.51 |
| Sub-Total Maintenance | \$440,202.56 | \$454,384.52 | \$613,750.85 | \$783,758.68 | \$841,847.89 | \$3,133,944.50 |
| TOTAL CONTRACT PRICE | | | | | | \$9,170,943.23 |

Contract Agreement RFP 2016-041 Exhibit B Price and Payment Schedule

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1.3 Design, Testing and Implementation Costs

Table 1.3 Design, Testing and Implementation Costs

| Description | Contract Item Cost |
|---|---------------------|
| Project Documentation & Manuals | \$190,380.32 |
| ORT Design & Development including MOMS and OCR | \$154,406.85 |
| ORT Integration & Implementation | \$140,653.76 |
| Data Migration | \$34,311.85 |
| Testing | \$220,074.55 |
| Training (NHDOT Staff Training) | \$22,496.28 |
| Third Party Software Licenses | \$59,427.81 |
| Interface to Lane and Back Office Systems | \$24,852.80 |
| Insurance Bonding | \$16,163.90 |
| Design, Testing and Implementation Total | \$862,768.12 |

1.4 Kapsch Bedford Civil Costs

Table 1.4: Kapsch Bedford Civil Costs

| DESCRIPTION | Comment | U/M | Contract Total |
|--|--|-----|---------------------|
| Development of Toll System Installation Plans | | LS | \$125,381.47 |
| Civil Work includes necessary equipment rental | Includes Equipment Installation and DVAS Costs | LS | \$415,371.88 |
| Electrical Work (AC Power, Data, RF Cabling) | | LS | \$285,666.40 |
| TOTAL BEDFORD CIVIL COSTS | | | \$826,419.75 |

1.5 Kapsch Bedford Plaza Hardware Cost Detail

Table 1.5: Kapsch Bedford Plaza Hardware Cost Detail

| DESCRIPTION | Comment | U/M | Contract Total |
|--|-------------------------|-----|---------------------|
| Redundant Toll Zone Controller and In-Lane Electronics | | LS | \$18,405.60 |
| AVDC System | | LS | \$43,561.59 |
| Violation Enforcement System | | LS | \$200,812.22 |
| AVI System | | LS | \$39,487.05 |
| Communications, Network, and Host Equipment | | LS | \$208,609.53 |
| Enclosures w/locks and Environmental Control | | LS | \$29,352.76 |
| UPS | | LS | \$32,004.74 |
| Digital Video Auditing System | Included in Civil Costs | LS | \$0.00 |
| Spare Parts Inventory | | LS | \$63,870.84 |
| TOTAL BEDFORD HARDWARE COSTS | | | \$636,104.33 |

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1.6 Kapsch Spare Parts

Table 1.6: Kapsch Spare Parts

| DESCRIPTION | # of Units | Cost | Contract Total |
|--|------------|-------------|----------------|
| PowerEdge R330 Rack Server | 1 | \$4,601.40 | \$4,601.40 |
| JANUS MRP Reader, Redundant | 1 | \$11,816.05 | \$11,816.05 |
| MRP Lane Kit (Including RF module, circulator, antenna, enclosure, RF rack, additional RF modules) | 1 | \$1,454.28 | \$1,454.28 |
| RF Connectors (Male) for LMR-600, 1 pc Crimp | 5 | \$16.99 | \$84.95 |
| RF Connectors (Male) for MPR+600, 1pc Crimp, 90-degree | 5 | \$19.75 | \$98.75 |
| Weather Sealing Tape | 1 | \$19.69 | \$19.69 |
| Connector Seal, Insulation Sleeving, RayOLOn | 1 | \$35.11 | \$35.11 |
| 0-6 GHz N-Male to N-Female Altelicon Lighting Protector, DS-14355786-03 | 5 | \$39.67 | \$198.35 |
| Detector Rack - 16 position (14 detector slots) | 1 | \$1,024.06 | \$1,024.06 |
| Loop Detector, 4 Channel (up to 200 feet lead-in) | 2 | \$181.79 | \$363.58 |
| Power Supply for Northstart Rack | 1 | \$127.25 | \$127.25 |
| 16 Port USB to RS-232 422/485 Isolated Serial Adaptor DIN-Rail Mount | 1 | \$727.14 | \$727.14 |
| SICK Scanner: LMS511-10900S04 | 1 | \$3,672.92 | \$3,672.92 |
| SICK Mounting Kit 1 | 1 | \$54.12 | \$54.12 |
| Sick Mounting Kit 2 | 1 | \$105.84 | \$105.84 |
| Protection Hood | 1 | \$73.93 | \$73.93 |
| Han3A RJ45 Hybrid GL Cat6A insert 8+4p | 1 | \$21.81 | \$21.81 |
| HanA Hood Top Entry M20 for Han Bid | 1 | \$24.24 | \$24.24 |
| SNAP PAC R-series Programmable Automation Controller | 1 | \$871.05 | \$871.05 |
| SNAP PAC I2-Module Mounting Rack | 1 | \$302.98 | \$302.98 |
| SNAP Digital Input (fast), 4-points | 3 | \$52.11 | \$156.33 |
| SNAP Relay Module, 4-Channel, up to 30VDC/250VAC x6A | 3 | \$93.92 | \$281.76 |
| Catalyst 3850 24 Port Data IP Base Layer 3 Switch, 24 10/100/1G ports, 4 x Gigabit Ethernet with Small Form-Factor Pluggable (SFP) | 1 | \$2,666.19 | \$2,666.19 |
| TS-5000EN High Resolution Progressive Scan Monochrome Camera | 2 | \$8,343.95 | \$16,687.90 |
| TNL-50 IR LED flash for lane illumination | 3 | \$2,120.83 | \$6,362.49 |
| 3430HD SERIES IP67 H.264 FIXED CAMERA SYSTEM, POE OR 12VDC INPUT POWER, 1080P 30X DAY/NIGHT, DEFOT, AUTO | 0 | \$1,130.70 | \$0.00 |
| 3430HD Wall Mount Bracket | 0 | \$26.66 | \$0.00 |
| Layer 2 Switch, Catalyst 2960X 24 Ethernet 10/100/1000 PoE+ ports, 4 One Gigabit Ethernet SFP ports, 740-watt power supply | 2 | \$1,696.66 | \$3,393.32 |

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Date: 11/11/16

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| | | | |
|---|----|------------|--------------------|
| Fiber Jumper Cable | 2 | \$242.38 | \$484.76 |
| Fiber Patch Panel SFPs | 2 | \$302.98 | \$605.96 |
| Indoor HD 720P Wireless Plug and Play IP Camera with Night Vision Up to 26ft, Super Wide 115 Viewing Angle, PIR Motion | 2 | \$78.77 | \$157.54 |
| Smart-UPS SRT 6000VA RM 208V | 1 | \$3,472.10 | \$3,472.10 |
| Temperature & Humidity Sensor | 1 | \$90.89 | \$90.89 |
| 24 Volt, 12-amp power supply, Redundant variant | 5 | \$393.87 | \$1,969.35 |
| Eight (8) PTC Protected DC Rack Mount Power Supply. 12VDC @8 amp | 0 | \$363.57 | \$0.00 |
| Switched ATS PDU, 1U, 2x NEMA L6-20P, 10 (8 IEC-320 C13, 2 IEC-320 C19), 240VAC | 1 | \$605.95 | \$605.95 |
| Power Supply; DC-DC; 5V 5A 18-75V In; Enclosed DIN Rail Mount; TCL Series | 2 | \$127.25 | \$254.50 |
| Surge Voltage Protection Modular, Terminal Block | 6 | \$109.07 | \$654.42 |
| Camera Mounting bracket | 3 | \$45.75 | \$137.25 |
| Scanner Mounting bracket | 3 | \$45.75 | \$137.25 |
| Grade 5 Zinc-Plated Steel Hex Head Cap Screw, 1/4" Thread, 2" long, Fully Threaded | 20 | \$0.29 | \$5.80 |
| Galvanized Grade 2 Steel Hex Nut, 1/4"-20 Thread size, 7/16" Width, 7/32" height | 20 | \$0.58 | \$11.60 |
| Hot Dipped Galvanized Steel Flat Washer, USS, 1/4" Screw Size, 47/64" OD, .05"-.08" Thick | 20 | \$0.33 | \$6.60 |
| Galvanized Steel Split Lock Washer, 1/4" Screw Size, .49" OD, .06" min Thick | 20 | \$0.50 | \$10.00 |
| Extended-Length Hot-Dipped Galvanized Steel U-Bolt, 3/8"-16 Thread, for 2-7/16" OD, 2" pipe, 1090 lb. Work Load Limit | 10 | \$3.51 | \$35.10 |
| Galvanized Grade 2 Steel Hex Nut, 3/8"-16 Thread Size, 9/16" Width, 21/64" Height | 20 | \$0.12 | \$2.40 |
| Hot Dipped Galvanized Steel Flat Washer, USS, 3/8" Screw Size, 1" OD, .06"-.11" Thick | 20 | \$0.07 | \$1.40 |
| Galvanized Steel Split Lock Washer, 3/8" Screw Size, .68" OD, .09" min Thick | 20 | \$0.12 | \$2.40 |
| TOTAL SPARE PARTS COSTS: | | | \$63,870.76 |

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**1.7 Project Delivery Detail Cost Phase I
Table 1.7 Project Delivery Detail Cost Phase I**

| Item No. | Deliverable/Milestone | Percent Payment** | Cumulative Gross Payment | Payment Minus Retainage | Cumulative Net Payment | Final Amt | Cost Pay /Amt |
|----------|--|-------------------|--------------------------|-------------------------|------------------------|--------------|----------------|
| | | | | | | | 2,325,292.20 |
| 1 | Notice to Proceed/Mobilization | 2.50% | 2.50% | 2.375% | 2.38% | \$55,225.69 | \$55,225.69 |
| 2 | Civil Design Function Requirements | 2.50% | 5.00% | 2.375% | 4.75% | \$55,225.69 | \$110,451.38 |
| 3 | Project Schedule (Baseline)/Escrow Deposit | 1.00% | 6.00% | 0.950% | 5.70% | \$22,090.28 | \$132,541.66 |
| 4 | Final Project Management Plan, including Quality Assurance Plan | 2.50% | 8.50% | 2.375% | 8.08% | \$55,225.69 | \$187,767.35 |
| 5 | System Requirements Document | 4.00% | 12.50% | 3.800% | 11.88% | \$88,361.10 | \$276,128.45 |
| 6 | Draft Business Rules Document | 2.00% | 14.50% | 1.900% | 13.78% | \$44,180.55 | \$320,309.00 |
| 7 | Draft Interface Control Documents | 2.00% | 16.50% | 1.900% | 15.68% | \$44,180.55 | \$364,489.55 |
| 8 | Preliminary System Design Document | 4.00% | 20.50% | 3.800% | 19.48% | \$88,361.10 | \$452,850.66 |
| 9 | Final Data Migration Plan | 2.50% | 23.00% | 2.375% | 21.85% | \$55,225.69 | \$508,076.35 |
| 10 | Final Implementation & Transition Plan | 2.50% | 25.50% | 2.375% | 24.23% | \$55,225.69 | \$563,302.04 |
| 11 | Final Master Test Plan | 2.50% | 28.00% | 2.375% | 26.60% | \$55,225.69 | \$618,527.73 |
| 12 | Factory Acceptance Test (FAT) Plan | 5.00% | 33.00% | 4.750% | 31.35% | \$110,451.38 | \$728,979.10 |
| 13 | Final Interface Control Documents | 1.00% | 34.00% | 0.950% | 32.30% | \$22,090.28 | \$751,069.38 |
| 14 | Final System Detailed Design Document | 4.00% | 38.00% | 3.800% | 36.10% | \$88,361.10 | \$839,430.48 |
| 15 | Final Maintenance Manual | 2.00% | 40.00% | 1.900% | 38.00% | \$44,180.55 | \$883,611.04 |
| 16 | Final ORT installation Plan and 100% drawings Approved | 10.00% | 50.00% | 9.500% | 47.50% | \$220,902.76 | \$1,104,513.80 |
| 17 | ORT On-Site First Installation Test (OFIT) Test Plan Approved | 2.50% | 52.50% | 2.375% | 49.88% | \$55,225.69 | \$1,159,739.48 |
| 18 | Commissioning Test Plan | 2.50% | 55.00% | 2.375% | 52.25% | \$55,225.69 | \$1,214,965.17 |
| 19 | Successful Completion of Installation, Commissioning and Go-Live (Phase IB complete) | 5.00% | 60.00% | 4.750% | 57.00% | \$110,451.38 | \$1,325,416.55 |
| 20 | Final Business Rules Document | 2.00% | 62.00% | 1.900% | 58.90% | \$44,180.55 | \$1,369,597.11 |
| 21 | Draft Reports Manual | 2.50% | 64.50% | 2.375% | 61.28% | \$55,225.69 | \$1,424,822.80 |
| 22 | Draft User Manuals | 2.50% | 67.00% | 2.375% | 63.65% | \$55,225.69 | \$1,480,048.49 |
| 23 | Final Disaster Recovery Plan & Business Continuity Plan | 5.00% | 72.00% | 4.750% | 68.40% | \$110,451.38 | \$1,590,499.86 |
| 24 | Final Training Plan | 2.50% | 74.50% | 2.375% | 70.78% | \$55,225.69 | \$1,645,725.55 |
| 25 | Final Manuals: User Manual, Reports Manual | 2.50% | 77.00% | 2.375% | 73.15% | \$55,225.69 | \$1,700,951.24 |
| 26 | Training Completed | 5.00% | 82.00% | 4.750% | 77.90% | \$110,451.38 | \$1,811,402.62 |
| 27 | Extended Operations Test Plan | 10.00% | 92.00% | 9.500% | 87.40% | \$220,902.76 | \$2,032,305.38 |
| 28 | Final As Built Drawings & Spare Parts List & BOM | 5.00% | 97.00% | 4.750% | 92.15% | \$108,551.38 | \$2,140,856.76 |
| 29 | Final Project Acceptance and Final Software Escrow Deposit | 3.00% | 100.00% | 2.850% | 95.00% | \$66,270.83 | \$2,207,127.59 |
| 30 | Retainage Release | 5.00% | | 5.000% | 100.00% | \$118,164.61 | \$2,325,292.20 |

*Completion shall be based on approval by NHDOT

**Retainage Released after all final items, including satisfactory completion of all documentation, punch list issues are delivered, approved and closed.

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1.8 Kapsch Maintenance Costs

Table 1.8.1: Kapsch Maintenance Costs FY 2019

| YEAR 1 - FY19 | | | |
|--|-------------|--------|---------------------|
| DESCRIPTION | Unit Cost | Months | Cost |
| 1st Year Hardware Warranty and Maintenance | | | |
| Hampton | \$11,255.63 | 12 | \$135,067.56 |
| Hooksett | \$11,255.63 | 12 | \$135,067.56 |
| Bedford | \$3,574.25 | 12 | \$42,891.00 |
| 1st Year Software Warranty and Maintenance | | | |
| Bedford | \$7,681.37 | 12 | \$92,176.44 |
| Maintenance Contingency | \$35,000.00 | | \$35,000.00 |
| FY-19 Total Maintenance Costs | | | \$440,202.56 |

Table 1.8.2: Kapsch Maintenance Costs FY 2020

| YEAR 2 - FY20 | | | |
|--|-------------|--------|---------------------|
| DESCRIPTION | Unit Cost | Months | Cost |
| 2nd Year Hardware Warranty and Maintenance | | | |
| Hampton | \$11,649.57 | 12 | \$139,794.84 |
| Hooksett | \$11,649.57 | 12 | \$139,794.84 |
| Bedford | \$3,699.35 | 12 | \$44,392.20 |
| 2nd Year Software Warranty and Maintenance | | | |
| Bedford | \$7,950.22 | 12 | \$95,402.64 |
| Maintenance Contingency | \$35,000.00 | | \$35,000.00 |
| FY-20 Total Maintenance Costs | | | \$454,384.52 |

Table 1.8.3: Kapsch Maintenance Costs FY 2021

| YEAR 3 - FY21 | | | |
|--|-------------|--------|---------------------|
| DESCRIPTION | Unit Cost | Months | Cost |
| 3rd Year Software Warranty and Maintenance | | | |
| Hampton | \$12,057.31 | 12 | \$144,687.72 |
| Hooksett | \$12,057.31 | 12 | \$144,687.72 |
| Bedford | \$3,828.83 | 12 | \$45,945.96 |
| 3rd Year Hardware Warranty and Maintenance | | | |
| Bedford | \$8,228.48 | 12 | \$98,741.76 |
| Maintenance Contingency | \$35,000.00 | | \$35,000.00 |
| FY-21 Total Maintenance Costs | | | \$469,063.16 |

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Table 1.8.4: Kapsch Maintenance Costs FY 2022

| YEAR 4 - FY22 | | | |
|--|-------------|--------|---------------------|
| DESCRIPTION | Unit Cost | Months | Cost |
| 4th Year Software Warranty and Maintenance | | | |
| Hampton | \$12,479.31 | 12 | \$149,751.72 |
| Hooksett | \$12,479.31 | 12 | \$149,751.72 |
| Bedford | \$3,962.84 | 12 | \$47,554.08 |
| 4th Year Hardware Warranty and Maintenance | | | |
| Bedford | \$8,516.47 | 12 | \$102,197.64 |
| Maintenance Contingency | \$35,000.00 | | \$35,000.00 |
| FY 22 Total Maintenance Costs | | | \$484,255.16 |

Table 1.8.5: Kapsch Maintenance Costs FY 2023

| YEAR 5 - FY23 | | | |
|--|-------------|--------|-----------------------|
| DESCRIPTION | Unit Cost | Months | Cost |
| 5th Year Software Warranty and Maintenance | | | |
| Hampton | \$12,916.09 | 12 | \$154,993.08 |
| Hooksett | \$12,916.09 | 12 | \$154,993.08 |
| Bedford | \$4,101.54 | 12 | \$49,218.48 |
| 5th Year Hardware Warranty and Maintenance | | | |
| Bedford | \$8,814.55 | 12 | \$105,774.60 |
| Maintenance Contingency | \$35,000.00 | | \$35,000.00 |
| FY 23 Total Maintenance Costs | | | \$499,979.24 |
| TOTAL MAINTENANCE COSTS | | | \$2,347,884.64 |

1.9 Kapsch Dover Toll Cost Details

Table 1.9: Kapsch Dover Toll Cost Details

| DESCRIPTION | Comment | U/M | Contract Total |
|---|-----------------------------|-----|----------------|
| Dover Plaza Costs | | | |
| Project Documentation and Manual Update | Includes Project Management | LS | \$93,224.55 |
| ORT Design, Development, Integration, Implementation including MOMS and OCR | | LS | \$30,690.20 |
| Third Party Software Licenses (list, quantify and price separately) | | LS | \$50,437.93 |
| Interface to Lane and Back Office Systems | | LS | \$11,877.24 |
| Insurance and Bonding | | LS | \$15,729.82 |
| Redundant Toll Zone Controller and In-Lane Electronics | | LS | \$21,863.27 |

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| | | | |
|--|--|----|-----------------------|
| AVDC System | | LS | \$51,745.06 |
| Violation Enforcement System | | LS | \$238,536.78 |
| AVI System | | LS | \$46,905.08 |
| Communications, Network, and Host Equipment | | LS | \$21,285.43 |
| Enclosures w/locks and Environmental Control | | LS | \$34,866.97 |
| UPS | | LS | \$38,017.15 |
| Digital Video Auditing System | Included Item-16 below | LS | \$0.00 |
| Spare Parts Inventory | | LS | \$25,221.27 |
| Development of Toll System Installation Plans | | LS | \$70,746.31 |
| Civil Work includes necessary equipment rental | Includes Equipment Installation and DVAS Costs | LS | \$390,180.31 |
| Electrical Work (AC Power, Data, RF Cabling) | | LS | \$340,582.46 |
| Testing | | LS | \$346,011.76 |
| Subtotal Dover Cost | | | \$1,827,921.59 |
| Maintenance: | | | |
| Hardware Warranty and Maintenance | | LS | \$117,259.43 |
| Software Warranty and Maintenance | | LS | \$27,428.26 |
| 2nd Year Hardware Warranty and Maintenance | | LS | \$121,363.51 |
| 2nd Year Software Warranty and Maintenance | | LS | \$28,388.25 |
| 3rd Year Hardware Warranty and Maintenance | | LS | \$125,611.23 |
| 3rd Year Software Warranty and Maintenance | | LS | \$29,381.84 |
| Subtotal Dover Maintenance | | | \$449,432.52 |
| TOTAL DOVER TOLL COSTS | | | \$2,277,354.11 |

The Dover Open Road Tolling (ORT) quote (pending future approval) shall remain valid for twelve (12) months after 2021. If the deployment is not executed within the twelve (12) months the quote will be subject to an escalation rate not to exceed 3.0% per year.

1.10 Kapsch Rochester Toll Cost Details

Table 1.10: Kapsch Rochester Toll Cost Details

| DESCRIPTION | Comment | U/M | Contract/Total |
|---|-----------------------------|-----|----------------|
| Rochester Plaza Costs | | | |
| Project Documentation and Manual Update | Includes Project Management | LS | \$95,017.74 |
| ORT Design, Development, Integration, Implementation including MOMS and OCR | | LS | \$31,650.82 |

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| | | | |
|---|--|----|-----------------------|
| Third Party Software Licenses (list, quantify and price separately) | | LS | \$52,016.67 |
| Interface to Lane and Back Office Systems | | LS | \$12,249.00 |
| Insurance and Bonding | | LS | \$17,764.51 |
| Redundant Toll Zone Controller and In-Lane Electronics | | LS | \$22,547.60 |
| AVDC System | | LS | \$53,364.71 |
| Violation Enforcement System | | LS | \$246,003.12 |
| AVI System | | LS | \$48,373.24 |
| Communications, Network, and Host Equipment | | LS | \$21,951.67 |
| Enclosures w/locks and Environmental Control | | LS | \$35,958.32 |
| UPS | | LS | \$39,207.11 |
| Digital Video Auditing System | Included Item-16 below | LS | \$0.00 |
| Spare Parts Inventory | | LS | \$26,010.71 |
| Development of Toll System Installation Plans | | LS | \$72,892.31 |
| Civil Work includes necessary equipment rental | Includes Equipment Installation and DVAS Costs | LS | \$401,474.58 |
| Electrical Work (AC Power, Data, RF Cabling) | | LS | \$351,242.88 |
| Testing | | LS | \$356,059.95 |
| Subtotal Rochester Cost | | | \$1,883,784.94 |
| Maintenance: | | | |
| Hardware Warranty and Maintenance | | LS | \$36,198.77 |
| Software Warranty and Maintenance | | LS | \$113,552.99 |
| 2nd Year Hardware Warranty and Maintenance | | LS | \$37,465.72 |
| 2nd Year Software Warranty and Maintenance | | LS | \$117,527.35 |
| Subtotal Rochester Maintenance | | | \$304,744.83 |
| TOTAL ROCHESTER TOLL COSTS | | | \$2,188,529.77 |

The Rochester Open Road Tolling (ORT) quote (pending future approval) shall remain valid for twelve (12) months after 2021. If the deployment is not executed within the twelve (12) months the quote will be subject to an escalation rate not to exceed 3.0% per year.

1.11 Kapsch Labor Rates

The State may request additional Services from Kapsch and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

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Table 1.11: Kapsch Labor Rates Worksheet

| ITEM | STAFF POSITION | Fully Burdened Hourly Rate* | | | | | |
|------|-------------------------------|-----------------------------|----------|----------|----------|----------|----------|
| | | Phase 1 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | Project Principal | \$340.29 | \$352.21 | \$364.53 | \$377.29 | \$390.50 | \$404.16 |
| 2 | Project Manager | \$221.18 | \$228.92 | \$236.93 | \$245.23 | \$253.81 | \$262.69 |
| 3 | Assistant Project Manager | \$221.18 | \$228.92 | \$236.93 | \$245.23 | \$253.81 | \$262.69 |
| 4 | Quality Assurance Manager | \$221.18 | \$228.92 | \$236.93 | \$245.23 | \$253.81 | \$262.69 |
| 5 | Technical (Software) Manager | \$178.65 | \$184.90 | \$191.37 | \$198.07 | \$205.00 | \$212.18 |
| 6 | Installation Manager | \$187.15 | \$193.70 | \$200.48 | \$207.50 | \$214.76 | \$222.28 |
| 7 | System Administrator | \$170.14 | \$176.10 | \$182.26 | \$188.64 | \$195.24 | \$202.07 |
| 8 | Network Administrator | \$170.14 | \$176.10 | \$182.26 | \$188.64 | \$195.24 | \$202.07 |
| 9 | System Analyst | \$170.14 | \$176.10 | \$182.26 | \$188.64 | \$195.24 | \$202.07 |
| 10 | Software Architect | \$170.14 | \$176.10 | \$182.26 | \$188.64 | \$195.24 | \$202.07 |
| 11 | Software Development Engineer | \$170.14 | \$176.10 | \$182.26 | \$188.64 | \$195.24 | \$202.07 |
| 12 | Hardware Engineer | \$204.17 | \$211.31 | \$218.71 | \$223.36 | \$234.29 | \$242.49 |
| 13 | Compunctions Engineer | \$170.14 | \$176.10 | \$182.26 | \$188.64 | \$195.24 | \$202.07 |
| 14 | Maintenance Technician | \$76.09 | \$78.75 | \$81.51 | \$84.36 | \$87.32 | \$90.37 |
| 15 | Manager, Quality Engineering | \$178.65 | \$184.90 | \$191.37 | \$198.07 | \$205.00 | \$212.18 |
| 16 | Licensed Electrician | \$221.18 | \$228.92 | \$236.93 | \$245.23 | \$253.81 | \$262.69 |
| 17 | Electrician Helper | \$165.88 | \$228.92 | \$236.93 | \$245.23 | \$253.81 | \$262.69 |
| 18 | Installation Technician | \$95.11 | \$98.44 | \$101.89 | \$105.45 | \$109.15 | \$112.97 |
| 19 | Installation Supervisor | \$118.89 | \$123.05 | \$127.36 | \$131.82 | \$136.43 | \$141.21 |
| 20 | Licensed Electrical Engineer | \$221.18 | \$228.92 | \$236.93 | \$245.23 | \$253.81 | \$262.69 |

* Labor Rates for optional years 6 through 9 will be based on Cost of Living Adjustment (COLA).

** Any travel for out of scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel Kapsch shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursements must be supported by appropriate records and receipts.

1.12 Kapsch Transition Plan

Table 1.12: Kapsch Transition Plan

| DESCRIPTION | Comment | U/M | Contract Total |
|---------------------------------|---------|-----|--------------------|
| End of Contract Term Transition | | LS | \$31,882.51 |
| TOTAL TRANSITION COSTS | | | \$31,882.51 |

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2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$9,170,943.23 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Kapsch for all fees and expenses, of whatever nature, incurred by Kapsch in the performance hereof. However, for purposes of the Contract Price, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount, the State shall increase the affected pass-through amount(s) accordingly without increasing the overall Contract Price.

3. INVOICING

Kapsch 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. Kapsch 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.

4. PAYMENT ADDRESS

All invoices shall be sent to the following address:

Renee Dupuis
New Hampshire Department of
Transportation - Bureau of Turnpikes

UPS, DHL, Federal Express (etc.):
36 Hackett Hill Road
Hooksett NH 031206
Concord NH 03302-2950

US Mail:
PO Box 2950
Concord NH 03302-2950

5. OVERPAYMENTS TO KAPSCH

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

6. CREDITS

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

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CONTRACT AGREEMENT - EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

7. CONTRACT SECURITY/PERFORMANCE BOND

Kapsch shall furnish the Agency with a Performance Bond in an amount equal to 100% of the total value of the Project Delivery Cost Phases I, Appendix B Table 1.2 Cost Summary Details within ten (10) business days of receipt of notice of intent to award a contract. Kapsch shall bear the full expense for the Performance Bond including any extensions or renewals as may be required. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the Agency. The Performance Bond shall be maintained by Kapsch in full force and effect until Final System Acceptance. Kapsch or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this contract or the Deliverables or the Specifications, or of any Change Orders.

A licensed insurance company authorized to do business in the State of New Hampshire shall issue the Performance Bond made payable to the State of New Hampshire. The Performance Bond shall contain the Contract number and dates of performance. Kapsch shall extend the validity and enforcement of the Performance Bond until Final System Acceptance is achieved.

8. CONTRACT EXTENSION COSTS

Contract extension costs for maintenance and labor rates are based on COLA, if extended at the sole option of the State as outlined in Contract Agreement-General Provisions Section 1.3, Contract Term. Training will be negotiated at the time of the contract extension.

9. PROJECT HOLDBACK

The State shall withhold five percent (5%) of the price for each Deliverable, as set forth in the Appendix B Table 1.5 Project Delivery Cost Detail Phase I until successful Final Project Acceptance.

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**STATE OF NEW HAMPSHIRE
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BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT - EXHIBIT C - SPECIAL PROVISIONS**

SPECIAL PROVISIONS

No special provisions are included in this Contract.

Contract Agreement RFP 2016-041 Exhibit C - Special Provisions

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**STATE OF NEW HAMPSHIRE
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BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT - EXHIBIT D - ADMINISTRATIVE SERVICES**

ADMINISTRATIVE SERVICES

1. STATE-OWNED DOCUMENTS AND DATA

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide Kapsch with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Kapsch and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Kapsch 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

Contract Agreement RFP 2016-041 Exhibit D - Administrative Services

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CONTRACT AGREEMENT - EXHIBIT D - ADMINISTRATIVE SERVICES**

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. Kapsch shall include the record retention and review requirements of this section in any of its subcontracts.

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

5. ACCOUNTING REQUIREMENTS

Kapsch 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 and Kapsch shall maintain records pertaining to the Services and all other costs and expenditures.

Contract Agreement RFP 2016-041 Exhibit D - Administrative Services

Kapsch Initials *ds*
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**STATE OF NEW HAMPSHIRE
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CONTRACT AGREEMENT - EXHIBIT E - IMPLEMENTATION SERVICES**

IMPLEMENTATION SERVICES

Kapsch shall provide the State with the following services set forth in Exhibit A per Open Road Tolling System RFP 2016-041 Appendix C, and addendums #1 and #2.

STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

Kapsch's Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a) **Kickoff & Introductory Meeting:** Participants will include Kapsch Key Project Staff and State Project leaders from both Agency and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures and establish a sound foundation for activities that will follow
- b) **Status Meetings:** Participants will include, at the minimum, the Kapsch Project Manager and the State Project Manager. These meetings will be conducted at least monthly or biweekly and address overall Project status and any additional topics needed to remain on schedule. A status and error report from Kapsch shall serve as the basis for discussion.
- c) **The Project Management Plan:** shall be reviewed at each Status Meeting and updated, at minimum, a prior to the meeting.
- d) **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e) **Exit Meeting:** Participants will include Project leaders from Kapsch and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Kapsch to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Project Management Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Kapsch's responsibility.

The Kapsch Project Manager shall submit monthly progress report in accordance with the Schedule and terms of this Contract. If the Kapsch's schedule falls behind the progress reports may be required bi-weekly as directed by the State. All progress reports shall be prepared in formats approved by the State as described in the RFP 2016-041 Section C4.4. The Kapsch's

Contract Agreement RFP 2016-041 Exhibit E - Implementation Services

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CONTRACT AGREEMENT - EXHIBIT E - IMPLEMENTATION SERVICES**

Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.

As reasonably requested by the State, Kapsch shall provide the State with information or reports regarding the Project. Kapsch shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

Contract Agreement RFP 2016-041 Exhibit E - Implementation Services

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
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BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
CONTRACT AGREEMENT - EXHIBIT F - TESTING SERVICES**

TESTING SERVICES

Kapsch shall provide the testing services as described in the Open Road Tolling System RFP 2016-041 Section C-6 Testing Requirements and System Acceptance, including addendum #1 and #2 and/or Compliance Matrix table included in Exhibit H.

Contract Agreement RFP 2016-041 Exhibit F - Testing Services

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES**

1. MAINTENANCE AND SUPPORT SERVICES

Kapsch shall provide the maintenance and support services, including all Key Performance Indicators (KPI) as described in RFP 2016-041, including addendum # 1 and #2 and/or Compliance Matrix table included in Exhibit H.

Contract Agreement RFP 2016-041 - Exhibit G - Maintenance and Support Services

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STATE OF NEW HAMPSHIRE
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BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT H - REQUIREMENTS – COMPLIANCE MATRIX

COMPLIANCE MATRIX

Kapsch shall meet all requirements as described in RFP 2016-041 Form 8 as agreed to in their Compliance Matrix shown below.

Contract Agreement RFP 2016-041 - Exhibit H - Requirements – Compliance Matrix

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EXHIBIT H - REQUIREMENTS - COMPLIANCE MATRIX**

STATE OF NEW HAMPSHIRE
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OPEN ROAD TOLLING (ORT) RFP 2016-041
Appendix I - Form B - Compliance Matrix

| Section | Compliance with RFP 2016-041 Requirements | Compliance | | | Existing Functionality | | | Configurability | | | Contractor Comments |
|----------|---|------------|---|---|------------------------|---|---|-----------------|---|---|---------------------|
| | | Y | N | E | E | M | D | C | F | U | |
| C-1 | Scope of Work | X | | | X | | | | X | | |
| C-1.1 | Project Goals | X | | | X | | | | X | | |
| C-1.2 | Definition & Understanding of the Term Configurable | X | | | X | | | | X | | |
| C-1.3 | Project Overview | X | | | X | | | | X | | |
| C-1.3.1 | Existing ORT System Maintenance Requirements | X | | | X | | | | X | | |
| C-1.3.2 | Existing Software and Firmware Maintenance | X | | | X | | | | X | | |
| C-1.4 | Project Schedule, Phases and Milestones | X | | | X | | | | X | | |
| C-1.4.1 | Project Phases | X | | | X | | | | X | | |
| C-1.5 | General Requirements | X | | | X | | | | X | | |
| C-1.6 | Legal Requirements | X | | | X | | | | X | | |
| C-1.6.1 | FCC License | X | | | X | | | | X | | |
| C-1.7 | Interoperability Requirements | X | | | X | | | | X | | |
| C-1.8 | General Lane and Plaza Modifications Description | X | | | X | | | | X | | |
| C-1.9 | Scope of Work | X | | | X | | | | X | | |
| C-1.9.1 | Remove Existing Infrastructure | X | | | X | | | | X | | |
| C-1.9.2 | Integrate/Reuse Existing Infrastructure | X | | | X | | | | X | | |
| C-1.9.3 | Furnish New Infrastructure | X | | | X | | | | X | | |
| C-1.10 | Scope of Maintenance for System | X | | | X | | | | X | | |
| C-1.11 | Responsibility Matrix | X | | | X | | | | X | | |
| C-1.12 | Pricing Framework | X | | | X | | | | X | | |
| C-1.13 | Project Deliverables | X | | | X | | | | X | | |
| C-1.13.1 | General | X | | | X | | | | X | | |
| C-1.14 | Outstanding Payment Schedule | X | | | X | | | | X | | |
| C-2 | Functional Requirements | X | | | X | | | | X | | |
| C-2.1 | Toll Collection System Hardware | X | | | X | | | | X | | |
| C-2.1.1 | General Requirements | X | | | X | | | | X | | |
| C-2.1.2 | Maintainability | X | | | X | | | | X | | |
| C-2.1.3 | Diagnostics | X | | | X | | | | X | | |
| C-2.2 | Casebooks of Hardware | X | | | X | | | | X | | |
| C-2.2.1 | Equipment and Computer Enclosures | X | | | X | | | | X | | |
| C-2.2.2 | Environmental | X | | | X | | | | X | | |
| C-2.2.3 | Assembly | X | | | X | | | | X | | |
| C-2.2.4 | Bill of Materials (BOM) | X | | | X | | | | X | | |
| C-2.2.5 | Asset Inventory | X | | | X | | | | X | | |
| C-2.2.6 | Spare Parts | X | | | X | | | | X | | |
| C-2.2.7 | Hardware Warranty | X | | | X | | | | X | | |
| C-2.2.8 | Toll Collection System Software | | | X | X | | | | X | | |

Contract Agreement RFP 2016-041 - Exhibit H - Requirements - Compliance Matrix

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**STATE OF NEW HAMPSHIRE
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OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT H - REQUIREMENTS – COMPLIANCE MATRIX**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING (ORT) RFP 2016-041
Appendix J - Form B - Compliance Matrix

| | | | | | | | | | | |
|--------------|---|---|---|---|---|--|---|---|---|--|
| C-2.3 | Toll Collection System Security and Access Control Requirements | X | | | X | | | | X | |
| C-2.3.1 | Enclosure Access | X | | | X | | | | X | |
| C-2.3.2 | Toll Collection System Lock Requirements | X | | | X | | | | X | |
| C-2.3.3 | Toll Collection System Software Security | X | | | X | | | | X | The toll system will support advance logging of users and commands |
| C-2.4 | Toll Collection In-lane Subsystems | X | | | X | | X | | X | |
| C-2.4.1 | Automatic Vehicle Identification (AVI) System | X | | | X | | X | | | |
| C-2.4.2 | Automatic Vehicle Detection and Classification System (AVDC) | X | | | X | | X | | | |
| C-2.4.3 | Violation Enforcement System (VES) | X | | | X | | X | | | |
| C-2.4.4 | VES Cameras and Associated In-lane Equipment | X | | | X | | X | | | |
| C-2.4.4.1 | VES Controllers/Servers | X | | | X | | X | | | |
| C-2.4.5 | Toll Zone Controller | X | | | X | | X | | | |
| C-2.4.5.1 | Toll Zone Controller Hardware | | X | | X | | X | | | |
| C-2.4.5.2 | Toll Zone Controller Software | X | | | X | | X | | | |
| C-2.4.5.2.1 | Toll Zone Controller Start-Up | X | | | X | | X | | | |
| C-2.4.5.2.2 | ORT Operations | | X | | X | | X | | | |
| C-2.4.5.2.3 | Transaction Processing | | | X | X | | X | | | The transaction life cycle is built to add additional external interface that will be required for |
| C-2.4.5.2.4 | Fare Determination | X | | | X | | X | | | |
| C-2.4.5.2.5 | Fare Class | X | | | X | | X | | | |
| C-2.4.5.2.6 | Saving Images | X | | | X | | X | | | |
| C-2.4.5.2.7 | Configuration Files | X | | | X | | X | | | |
| C-2.4.5.3 | Interface Control Document Development | | X | | X | | X | | | The current TC3 system as all interface currently in operations |
| C-2.4.5.3.1 | Interface to AVI System | X | | | X | | X | | | |
| C-2.4.5.3.2 | Interface to AVDC System | X | | | X | | X | | | |
| C-2.4.5.3.3 | Interface to VES | X | | | X | | X | | | |
| C-2.4.5.3.4 | Interface to ORT Plaza/Host System | X | | | X | | X | | | |
| C-2.4.5.3.5 | Interface to MOMS | X | | | X | | X | | | |
| C-2.4.5.3.6 | Receipt Data | X | | | X | | X | | | |
| C-2.4.5.3.7 | Transmitting Data | X | | | X | | | X | | |
| C-2.4.5.3.8 | Monitor All Lane Equipment for Device Status | X | | | X | | X | | | |
| C-2.4.5.3.9 | Diagnostics and Equipment Malfunction | X | | | X | | X | | | |
| C-2.4.5.3.10 | Stand-alone Mode Operation | X | | | X | | X | | | |
| C-2.4.5.3.11 | Time Synchronization | X | | | X | | X | | | |
| C-2.5 | Optical Character Recognition | X | | | X | | X | | | |

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**STATE OF NEW HAMPSHIRE
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STATE OF NEW HAMPSHIRE
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Appendix J - Form 8 - Compliance Matrix

| | | | | | | | | | | | |
|------------|---|---|--|---|---|---|--|--|---|---|---|
| C-2.8.4.4 | Real-Time Monitoring | | | X | X | | | | X | | |
| C-2.8.4.5 | Remote Operations | X | | | X | | | | | X | |
| C-2.8.4.6 | User Setup and Maintenance Screens | X | | | X | | | | | X | |
| C-2.8.4.7 | Toll Rate Schedule | X | | | X | | | | X | | The ORT host supports a number of discount plans, such as a local and every plan. |
| C-2.8.4.8 | Configurable Parameters | X | | | | X | | | X | | No ROMS alert is currently set but is configurable. |
| C-2.8.4.9 | Toll Zone Contractor Executable Download | X | | | X | | | | X | | |
| C-2.8.4.10 | Time Synchronization | X | | | X | | | | | | |
| C-2.8.5 | Maintenance On-line Management System (MONMS) | X | | | X | | | | X | | |
| C-2.8.5.1 | Failure Reporting and Real-time Notification | | | X | X | | | | X | | |
| C-2.8.5.2 | Preventive and Predictive Maintenance | X | | | X | | | | X | | |
| C-2.8.5.3 | Asset Management | | | X | X | | | | | X | |
| C-2.8.5.4 | MONMS Screen | X | | | X | | | | | X | User Dashboards can be individually configured. |
| C-2.8.6 | Disaster Recovery and Business Continuity | X | | | X | | | | X | | |
| C-2.9 | Performance Requirements | X | | | X | | | | | | |
| C-2.9.1 | Accuracy Requirements | X | | | X | | | | X | | |
| C-2.9.2 | Transponder Read Accuracy | X | | | X | | | | X | | |
| C-2.9.3 | Transponder Reporting Accuracy | X | | | X | | | | X | | |
| C-2.9.4 | Vehicle Detection Accuracy | X | | | X | | | | X | | |
| C-2.9.5 | Vehicle Classification Accuracy | X | | | X | | | | X | | |
| C-2.9.6 | Transponder Association Accuracy | X | | | X | | | | X | | |
| C-2.9.7 | Image Capture Reporting Accuracy | X | | | X | | | | X | | |
| C-2.9.8 | Image Quality Reporting Accuracy | X | | | X | | | | X | | |
| C-2.9.9 | Transaction Processing Requirements | X | | | X | | | | X | | |
| C-2.9.10 | False Rate Processing | X | | | X | | | | X | | |
| C-2.9.11 | Image Transmission Requirements | X | | | X | | | | X | | |
| C-2.10 | Mean Time Between Failure (MTBF) | X | | | X | | | | X | | |
| C-2.11 | Availability | | | X | X | | | | X | | |
| C-2.12 | Chargeable and Non-Chargeable Failures | X | | | X | | | | X | | |
| C-2.12.1 | Chargeable Failures | X | | | X | | | | X | | |
| C-2.12.2 | Non-Chargeable Failures | X | | | X | | | | X | | |
| C-3 | System Schedule and Transition | X | | | X | | | | X | | |
| C-3.1 | ORT System Implementation | X | | | X | | | | X | | |
| C-3.2 | General Schedule Requirement and Associated Penalties | X | | | X | | | | X | | |

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Appendix J - Form B - Compliance Matrix

| | | | | | | | | | | |
|-----------|--|---|---|--|---|---|--|--|---|--|
| C-3.2.1 | Master Test Plan | X | | | | X | | | X | |
| C-3.2.2 | ORT Lanes Deployment | X | | | | X | | | X | |
| C-3.3 | Transition to Open Road Toll Lanes | X | | | X | | | | X | |
| C-4 | Project Delivery | X | | | X | | | | X | |
| C-4.1 | Project Management Plan | X | | | X | | | | X | |
| C-5 | Installation Requirements | X | | | | X | | | X | |
| C-5.1 | Installation Program | X | | | | X | | | X | |
| C-5.1.1 | Installation Plan | X | | | | X | | | X | |
| C-5.1.2 | Installation and Construction Coordination and Meetings | X | | | X | | | | X | |
| C-5.1.2.1 | Weekly Installation Meetings | X | | | X | | | | X | |
| C-5.1.2.2 | Construction Coordination | X | | | X | | | | X | |
| C-5.2 | Installation Scope of Work and Requirements | X | | | X | | | | X | |
| C-5.2.1 | Compliance to Standards | X | | | X | | | | X | |
| C-5.2.2 | In-Lane Toll System Installation Requirements | X | | | X | | | | X | |
| C-5.2.2.1 | Installation Checklist | X | | | X | | | | X | |
| C-5.2.2.2 | Electrical Work | X | | | X | | | | X | |
| C-5.2.2.3 | Work Standards and Requirements | X | | | X | | | | X | |
| C-5.2.3 | ORT Host CPS Installation | X | | | X | | | | X | |
| C-5.3 | Design and Documentation During Construction and Installation | X | | | | X | | | X | |
| C-5.3.1 | Engineering Design | X | | | | X | | | X | |
| C-5.3.2 | Installation Design and Drawings | X | | | | X | | | X | |
| C-5.3.3 | As-built Drawings/Documents | X | | | X | | | | X | |
| C-6 | Testing Requirements and System Acceptance | X | | | X | | | | X | |
| C-6.1 | Overview | X | | | X | | | | X | |
| C-6.2 | General Testing Requirements | X | | | X | | | | X | |
| C-6.3 | ORT System/Existing Central Lane Host and/or E-ZPass CSC/VPC Interface Testing | X | | | X | | | | X | |
| C-6.4 | Factory Acceptance Test (FAT) | X | | | X | | | | X | |
| C-6.4.1 | FAT Travel Costs | X | | | X | | | | X | |
| C-6.4.2 | Hardware Production Testing | X | | | X | | | | X | |
| C-6.4.3 | Functionality Testing | X | | | X | | | | X | |
| C-6.4.3.1 | In-Lane Systems | | X | | X | | | | X | |
| C-6.4.3.2 | ORT Host CPS | X | | | X | | | | X | |
| C-6.5 | On-site First Installation Test | X | | | X | | | | X | |
| C-6.5.1 | Lane Operations and Functional Test | X | | | X | | | | X | |
| C-6.5.2 | ORT Host CPS | X | | | X | | | | X | |
| C-6.5.3 | AVI Interoperability | X | | | X | | | | X | |
| C-6.5.4 | Disaster Recovery Test | X | | | X | | | | X | |
| C-6.6 | Commissioning Test | X | | | X | | | | X | |

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Appendix J - Form B - Compliance Matrix

| | | | | | | | | | | |
|-------------|---|---|--|--|---|--|--|--|---|--|
| C-6.7 | Extended Operational Test (EOT) | X | | | X | | | | X | |
| C-6.7.1 | Security Test | X | | | X | | | | X | |
| C-6.8 | ORT Project Acceptance | X | | | X | | | | X | |
| C-6.8.1 | Final Provisional Project Acceptance | X | | | X | | | | X | |
| C-6.8.2 | Final Project Acceptance | X | | | X | | | | X | |
| C-7 | Project Management System | X | | | X | | | | X | |
| C-7.1 | Overview | X | | | X | | | | X | |
| C-7.2 | Project Schedule | X | | | X | | | | X | |
| C-7.3 | Monthly Report and Progress Meeting | X | | | X | | | | X | |
| C-7.4 | Project Meetings | X | | | X | | | | X | |
| C-7.5 | Staffing | X | | | X | | | | X | |
| C-7.5.1 | Key Personnel | X | | | X | | | | X | |
| C-7.5.2 | Staffing Plan | X | | | X | | | | X | |
| C-7.6 | Project Management Plan | X | | | X | | | | X | |
| C-7.6.1 | Deliverables | X | | | X | | | | X | |
| C-7.6.2 | Quality Assurance Plan | X | | | X | | | | X | |
| C-7.7 | Software Design and Development Requirements | X | | | X | | | | X | |
| C-7.7.1 | System Requirements Review (SRR) | X | | | X | | | | X | |
| C-7.7.2 | System Detailed Design Review (SDDR) and Business Rules Development | X | | | X | | | | X | |
| C-7.7.3 | Software Development and Walkthrough | X | | | X | | | | X | |
| C-7.8 | Documentation | X | | | X | | | | X | |
| C-7.8.1 | Document Delivery and Control | X | | | X | | | | X | |
| C-7.8.2 | System Requirements Document | X | | | X | | | | X | |
| C-7.8.3 | Business Rules Document | X | | | X | | | | X | |
| C-7.8.4 | System Detailed Design Document | X | | | X | | | | X | |
| C-7.8.5 | Engineering Design Package | X | | | X | | | | X | |
| C-7.8.6 | Disaster Recovery Plan | X | | | X | | | | X | |
| C-7.8.7 | Test Documentation | X | | | X | | | | X | |
| C-7.8.8 | Third Party Documentation | X | | | X | | | | X | |
| C-7.8.8.1 | Third Party Software Documentation | X | | | X | | | | X | |
| C-7.8.8.2 | Third Party Hardware Documentation | X | | | X | | | | X | |
| C-7.8.8.3 | Manual Requirements | X | | | X | | | | X | |
| C-7.8.8.4 | Manuals to be Submitted | X | | | X | | | | X | |
| C-7.8.8.4.1 | ORT System User's Manual | X | | | X | | | | X | |
| C-7.8.8.4.2 | Maintenance Manual | X | | | X | | | | X | |
| C-7.8.8.4.3 | ORT System Administrator's Manual | X | | | X | | | | X | |
| C-7.8.9 | As-Built Documentation | X | | | X | | | | X | |

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Appendix J - Form B - Compliance Matrix

| | | | | | | | | | | |
|------------|--|---|--|--|---|--|---|--|---|--|
| C-7.9.1 | System Detailed Design Document | X | | | X | | | | X | |
| C-7.9.2 | As-Built Drawings | X | | | X | | | | X | |
| C-7.9 | Quality Assurance Program and Quality Control | X | | | X | | | | X | |
| C-7.9.1 | Configuration Management System | X | | | X | | | | X | |
| C-7.9.2 | Change Control Process | X | | | X | | | | X | |
| C-7.9.3 | Records | X | | | X | | | | X | |
| C-7.9.4 | Control of Purchase | X | | | X | | | | X | |
| C-7.9.5 | Inspection and Verification | X | | | X | | | | X | |
| C-7.9.6 | Handling, Storage and Delivery | X | | | X | | | | X | |
| C-7.9.7 | Inspection at Subcontractor and Contractor Facilities | X | | | X | | | | X | |
| C-7.9.8 | Access to/Inspection of Contractor's Facilities | X | | | X | | | | X | |
| C-7.10 | Training | X | | | X | | | | X | |
| C-7.10.1 | Overview of Training Program | X | | | X | | | | X | |
| C-7.10.2 | Training Plan | X | | | X | | | | X | |
| C-7.10.3 | Training Requirements | X | | | X | | | | X | |
| C-7.10.4 | Training Facilities | X | | | X | | | | X | |
| C-7.10.5 | Scheduling and Preparation for Training | X | | | X | | | | X | |
| C-7.10.6 | Training Materials | X | | | X | | X | | X | |
| C-7.10.6.1 | Instructor Guides | X | | | X | | X | | X | |
| C-7.10.6.2 | Training Aids | X | | | X | | X | | X | |
| C-7.10.6.3 | Student Worksheet | X | | | X | | X | | X | |
| C-7.10.6.4 | Training Room Set-up and Software Installation | X | | | X | | X | | X | |
| C-8 | Maintenance Scope of Work | X | | | X | | | | X | |
| C-8.1 | General Description of Maintenance and Software Support Services | X | | | X | | | | X | |
| C-8.2 | ORT System Maintenance and Software Continuous Support Services | X | | | X | | | | X | |
| C-8.2.1 | Summary Scope of Work | X | | | X | | | | X | |
| C-8.2.2 | Maintenance and Software Support Services/Requirements | X | | | X | | | | X | |
| C-8.2.2.1 | In-Lane ORT System (Hardware and Software) | X | | | X | | | | X | |
| C-8.2.2.2 | ORT System Miscellaneous Components | X | | | X | | | | X | |
| C-8.2.2.3 | Network Equipment and Communications Components | X | | | X | | | | X | |
| C-8.2.2.4 | System Administration Services | X | | | X | | | | X | |
| C-8.2.2.5 | ORT Plaza/Host System and Equipment | X | | | X | | | | X | |

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Appendix J - Form B - Compliance Matrix

| | | | | | | | | | | |
|-----------|--|---|--|--|---|---|--|--|---|--|
| C-8.3 | Warranty Program | X | | | X | | | | X | |
| C-8.3.1 | Hardware System Warranty | X | | | X | | | | X | |
| C-8.3.2 | Software Warranty | X | | | X | | | | X | |
| C-8.3.3 | Third Party Warranties | X | | | X | | | | X | |
| C-8.3.4 | Warranty Obligations | X | | | | X | | | X | |
| C-8.4 | Maintenance Support | X | | | | X | | | X | |
| C-8.5 | Maintenance Plan | X | | | X | | | | X | |
| C-8.6 | Maintenance Requirements | X | | | X | | | | X | |
| C-8.6.1 | Maintenance Coverage and Response Times | X | | | X | | | | X | |
| C-8.6.2 | Maintenance On-Line Management System (MQMS) | X | | | X | | | | X | |
| C-8.6.2.1 | Maintenance Summary Reports | X | | | X | | | | X | |
| C-8.6.2.2 | Additional Summary Reports | X | | | X | | | | X | |
| C-8.6.3 | Preventive Maintenance | X | | | X | | | | X | |
| C-8.6.4 | Predictive Maintenance | X | | | X | | | | X | |
| C-8.6.5 | Corrective Maintenance | X | | | X | | | | X | |
| C-8.6.6 | Upgrades and Enhancements | X | | | X | | | | X | |
| C-8.6.7 | Notifications | X | | | X | | | | X | |
| C-8.6.8 | Recording of Maintenance Activities | X | | | X | | | | X | |
| C-8.7 | Spare Parts | X | | | X | | | | X | |
| C-8.7.1 | Spare Part Inventory and Tracking | X | | | X | | | | X | |
| C-8.7.2 | Procurement and Control of Spare Parts | X | | | X | | | | X | |
| C-8.7.3 | Inventory Management | X | | | X | | | | X | |
| C-8.8 | Audits | X | | | X | | | | X | |
| C-8.9 | Cooperation with Other Contractors and Providers | X | | | X | | | | X | |
| C-8.10 | Emergency Response Management | X | | | X | | | | X | |
| C-8.11 | Incident and Revenue Loss Reporting | X | | | X | | | | X | |
| C-8.12 | Maintenance Staffing, Materials and Training | X | | | X | | | | X | |
| C-8.12.1 | Maintenance Staffing Requirements | X | | | X | | | | X | |
| C-8.12.2 | Tools and Materials | X | | | X | | | | X | |
| C-8.12.3 | Personnel Training | X | | | X | | | | X | |
| C-8.12.4 | Training Materials and Ongoing Education | X | | | X | | | | X | |
| C-8.12.5 | Training Programs | X | | | X | | | | X | |
| C-8.12.6 | Training Records | X | | | X | | | | X | |
| C-8.13 | Safety | X | | | X | | | | X | |
| C-8.14 | Maintenance and Protection of Traffic | X | | | X | | | | X | |
| C-8.15 | Reporting Requirements | X | | | X | | | | X | |

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| | | | | | | | | | |
|------------|--|---|--|---|--|--|--|---|--|
| C-8 15.1 | Field and Shop Maintenance Records | X | | X | | | | X | |
| C-8 16 | On-Site Documentation | X | | X | | | | X | |
| C-8 17 | Maintenance Performance Requirements | X | | X | | | | X | |
| C-8 17.1 | Maintenance Coverage and Response Times | X | | X | | | | X | |
| C-8 17.2 | Performance Reviews | X | | X | | | | X | |
| C-8 17.3 | Required Performance and Liquidated Damages Summary | X | | X | | | | X | |
| C-8 17.4 | Detailed Description of Performance Liquidated Damages | X | | X | | | | X | |
| C-8 17.4.1 | Acknowledgment Time | X | | X | | | | X | |
| C-8 17.4.2 | Individual Maintenance Event Report Time | X | | X | | | | X | |
| C-8 17.4.3 | Mean Time to Respond and Repair (MTTRR) | X | | X | | | | X | |
| C-8 17.4.4 | Mean Time Between Failures (MTBF) | X | | X | | | | X | |
| C-8 17.4.5 | Availability | X | | X | | | | X | |
| C-8 17.4.6 | ORT Host CPS Processing | X | | X | | | | X | |
| C-8 17.4.7 | Image Processing | X | | X | | | | X | |
| C-8 17.5 | Annual ORT System Certification | X | | X | | | | X | |
| C-8 18 | Security | X | | X | | | | X | |
| C-8 18.1 | Services and Work | X | | X | | | | X | |
| C-8 19 | Confidentiality | X | | X | | | | X | |
| C-8 20 | Data Migration | X | | X | | | | X | |
| C-8 20.1 | Legacy System Data Migration Support | X | | X | | | | X | |
| C-8 20.2 | Data Migration Plan | X | | X | | | | X | |
| C-8 20.3 | Data Migration Management | X | | X | | | | X | |
| C-8 20.4 | Data Migration Team | X | | X | | | | X | |
| C-8 20.5 | Migration Approach | X | | X | | | | X | |
| C-8.20.6 | Data Migration Required Deliverables | X | | X | | | | X | |
| C-8 20.7 | Data Migration Tasks | X | | X | | | | X | |
| C-8 20.7.1 | Requirements Analysis | X | | X | | | | X | |
| C-8 20.7.2 | Specifications Development | X | | X | | | | X | |
| C-8 20.7.3 | Development and Unit Testing | X | | X | | | | X | |
| C-8 20.7.4 | Formal Migration Testing and Validation | X | | X | | | | X | |
| C-8 20.7.5 | Implementation | X | | X | | | | X | |
| C-9 | Information Technology Requirements | X | | X | | | | X | |
| C-9 1 | Operations | X | | X | | | | X | |
| C-9 1.1 | Secure Hosting Environment | X | | X | | | | X | |

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| | | | | | | | | | | |
|----------|---|---|--|--|---|--|--|--|---|--|
| C-9.1.1 | State Access | X | | | X | | | | X | |
| C-9.1.3 | Third Party Access | X | | | X | | | | X | |
| C-9.1.4 | Browser Version | X | | | X | | | | X | |
| C-9.1.5 | Internet Connectivity at the State | X | | | X | | | | X | |
| C-9.1.6 | State Internet Service Provider | X | | | X | | | | X | |
| C-9.1.7 | Class A Data Center | X | | | X | | | | X | |
| C-9.1.8 | Data Center Air Conditioning | X | | | X | | | | X | |
| C-9.1.9 | Data Center Humidity | X | | | X | | | | X | |
| C-9.1.10 | Data Center Back-Up Power | X | | | X | | | | X | |
| C-9.1.11 | Data Center Generator | X | | | X | | | | X | |
| C-9.1.12 | Data Center Floor | X | | | X | | | | X | |
| C-9.1.13 | Data Center Fire Protection System | X | | | X | | | | X | |
| C-9.1.14 | Data Center Physical Security | X | | | X | | | | X | |
| C-9.1.15 | Monitoring of Applications and Servers | X | | | X | | | | X | |
| C-9.1.16 | Management of databases and Services | X | | | X | | | | X | |
| C-9.1.17 | Server Patches | X | | | X | | | | X | |
| C-9.1.18 | Monitoring System, Security and Application Logs | X | | | X | | | | X | |
| C-9.1.19 | Sharing Data Resources | X | | | X | | | | X | |
| C-9.1.20 | Daily Back-Ups | X | | | X | | | | X | |
| C-9.1.21 | Physical Hardware Monitoring | X | | | X | | | | X | |
| C-9.1.22 | Security Breach Notification to the State | X | | | X | | | | X | |
| C-9.2 | Disaster Recovery | X | | | X | | | | X | |
| C-9.2.1 | Disaster Recovery Procedures | X | | | X | | | | X | |
| C-9.2.2 | Disaster Recovery-Recovery of Lost State Data | X | | | X | | | | X | |
| C-9.2.3 | Disaster Recovery Methods-Procuring Additional Hardware | X | | | X | | | | X | |
| C-9.2.4 | Back-Up Schedule/Procedure | X | | | X | | | | X | |
| C-9.2.5 | Back-Up Copies | X | | | X | | | | X | |
| C-9.2.6 | Server Back-Up | X | | | X | | | | X | |
| C-9.2.7 | Frequency of Back-Up | X | | | X | | | | X | |
| C-9.2.8 | Back-Up Devices | X | | | X | | | | X | |
| C-9.2.9 | Data Encryption | X | | | X | | | | X | |
| C-9.2.10 | Data Recovery | X | | | X | | | | X | |
| C-9.2.11 | Network Architecture | X | | | X | | | | X | |
| C-9.2.12 | Hosting Services | X | | | X | | | | X | |
| C-9.2.13 | Redundant Network Connections | X | | | X | | | | X | |
| C-9.2.14 | Internet Service Provider | X | | | X | | | | X | |
| C-9.2.15 | Redundant Network Architecture | X | | | X | | | | X | |
| C-9.2.16 | Remote Access | X | | | X | | | | X | |
| C-9.3 | Hosting Security | X | | | X | | | | X | |
| C-9.3.1 | Security Measures | X | | | X | | | | X | |

Contract Agreement RFP 2016-041 - Exhibit H - Requirements - Compliance Matrix

Kapsch Initials

Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT H - REQUIREMENTS – COMPLIANCE MATRIX**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING (ORT) RFP 2016-041
Appendix I - Form B - Compliance Matrix

| | | | | | | | | | | | |
|----------|---|---|--|--|---|--|--|--|--|---|--|
| C-9.3.2 | Encryption | X | | | X | | | | | X | |
| C-9.3.3 | Servers and Device Requirements | X | | | X | | | | | X | |
| C-9.3.4 | Components Infrastructure | X | | | X | | | | | X | |
| C-9.3.5 | Development/Maintenance of Code | X | | | X | | | | | X | |
| C-9.3.6 | Notification of Security Breaches | X | | | X | | | | | X | |
| C-9.3.7 | Security Vulnerability Cooperation | X | | | X | | | | | X | |
| C-9.3.8 | Security Breach | X | | | X | | | | | X | |
| C-9.3.9 | Scheduled and Unscheduled Security Audits | X | | | X | | | | | X | |
| C-9.3.10 | System Security | X | | | X | | | | | X | |
| C-9.4 | Service Level Agreement | X | | | X | | | | | X | |
| C-9.4.1 | System Support and Maintenance | X | | | X | | | | | X | |
| C-9.4.2 | Hardware/Software Specifications | X | | | X | | | | | X | |
| C-9.4.3 | Hardware/Software | X | | | X | | | | | X | |
| C-9.4.4 | Hosting Server Availability | X | | | X | | | | | X | |
| C-9.4.5 | System Functionality | X | | | X | | | | | X | |
| C-9.4.6 | Regular Scheduled Maintenance | X | | | X | | | | | X | |
| C-9.4.7 | Training, Upgrades and Changes | X | | | X | | | | | X | |
| C-9.4.8 | Maintenance Window | X | | | X | | | | | X | |
| C-9.4.9 | Change Management Policy | X | | | X | | | | | X | |
| C-9.4.10 | Critical Outages | X | | | X | | | | | X | |
| C-9.4.11 | Hosting Infrastructure | X | | | X | | | | | X | |
| C-9.4.12 | Maintenance Records | X | | | X | | | | | X | |
| C-9.5 | Application Requirements – Technical and Application Security | X | | | X | | | | | X | |
| C-9.5.1 | Graphical User Interface Technologies | X | | | X | | | | | X | |
| C-9.5.2 | Client Solution | X | | | X | | | | | X | |
| C-9.5.3 | Version Control | X | | | X | | | | | X | |
| C-9.5.4 | JAVA | X | | | X | | | | | X | |
| C-9.5.5 | Authentication of System Client Application | X | | | X | | | | | X | |
| C-9.5.6 | Authentication of System Users | X | | | X | | | | | X | |
| C-9.5.7 | User Names | X | | | X | | | | | X | |
| C-9.5.8 | Password Complexity for Administrator Accounts | X | | | X | | | | | X | |
| C-9.5.9 | Password Complexity for General Users | X | | | X | | | | | X | |
| C-9.5.10 | Password Encryption | X | | | X | | | | | X | |
| C-9.5.11 | Password Expiration Requirement | X | | | X | | | | | X | |
| C-9.5.12 | Client Application Security | X | | | X | | | | | X | |
| C-9.5.13 | Authorization Credentials | X | | | X | | | | | X | |
| C-9.5.14 | Enforcement of Session Timeouts | X | | | X | | | | | X | |
| C-9.5.15 | Prevention of Critical Application Security Flaws | X | | | X | | | | | X | |

Contract Agreement RFP 2016-041 - Exhibit H - Requirements – Compliance Matrix

Kapsch Initials JKS

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STATE OF NEW HAMPSHIRE
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Appendix J - Form B - Compliance Matrix

| | | | | | | | | | |
|----------|--|---|--|--|---|--|--|---|--|
| C-9.5.16 | Authentication of Credentials | X | | | X | | | X | |
| C-9.5.17 | Audit Attempted Access | X | | | X | | | X | |
| C-9.5.18 | Application Log Activities | X | | | X | | | X | |
| C-9.5.19 | Application Termination of Session | X | | | X | | | X | |
| C-9.5.20 | Software and System Use | X | | | X | | | X | |
| C-9.5.21 | Application Data | X | | | X | | | X | |
| C-9.5.22 | Data Communications | X | | | X | | | X | |
| C-9.5.23 | Application Enhancements | X | | | X | | | X | |
| C-9.5.24 | Change Management Documentation Procedures | X | | | X | | | X | |
| C-9.6 | End of Contract Term Transition | X | | | X | | | X | |
| C-9.6.1 | End of Term Transition | X | | | X | | | X | |
| C-9.6.2 | Transition Requirements | X | | | X | | | X | |
| C-9.6.3 | End of Term Transition Plan | X | | | X | | | X | |

NOTES:

1 - Compliance: Y=YES, N=NO, E=EXCEEDS

2 - Existing Functionality: E=EXISTING, M=MODIFY, D=DEVELOP

"Existing" denotes a current feature of the Contractor's proposed Solution that does not require further development.

"Modify" denotes a current feature of the Contractor's proposed Solution that will require modification for final design compliance.

"Develop" denotes a feature that will be developed new as part of this Project.

3 - Configurability: U = User Configurable, C = Configurable, F = Fixed

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**STATE OF NEW HAMPSHIRE
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EXHIBIT I PROJECT MANAGEMENT PLAN**

PROJECT MANAGEMENT PLAN

Kapsch's Project Manager and the State Project manager shall finalize the Project Management Plan as described in RFP 2016-041 Section C-4 .1 Project Management Plan within 45 days of the Notice To Proceed and further refine the tasks required to implement the Project. The elements of the preliminary Project Management Plan are documented to implement the Application Software, Hardware, Documentation, and Training. Continued development and management of the Project Management Plan is a joint effort on the part of Kapsch and State Project Managers.

The preliminary Project Management Plan is set forth in this Exhibit.

In conjunction with Kapsch's Project Management methodology, which shall be used to manage the Project's life cycle, the Kapsch team and the State shall finalize the Project Management 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 Kapsch team members), refine the Project's scope, and establish the Project's Schedule. The Plan is drafted in accordance with the RFP's Project Management Plan and shall utilize MS Word and MS Project to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Project Management Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Project Management Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Kapsch shall provide a separate escrow agreement for the application.
- Kapsch shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Kapsch Team shall honor all holidays observed by Kapsch or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide the Kapsch Team a Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards).

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

Contract Agreement RFP 2016-041 Exhibit I Project Management Plan

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- A Project folder shall be created within a Kapsch FTP site to be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Kapsch's Project Manager or his designee will establish and maintain this folder. The State Project Manager shall approve access for the State team. Final versions of all Documentation shall be loaded to the State System.
- Kapsch assumes that an assistant Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Preliminary Project Schedule

The following Table provides the preliminary agreed upon Schedule for the Contract Deliverables based on NTP November 16, 2016. Kapsch will submit a Project Schedule to the State within 45 days of NTP as described in the RFP 2016-041.

High Level Preliminary NH Project Schedule

| Task Name | Finish |
|--|-------------------|
| Notice to Proceed/Mobilization | November 16, 2016 |
| Civil Design Function Requirements | July 11, 2017 |
| Project Schedule (Baseline)/Escrow Deposit | December 23, 2016 |
| Final Project Management Plan, including Quality Assurance Plan | December 22, 2016 |
| System Requirements Document | January 11, 2016 |
| Draft Business Rules Document | January 13, 2016 |
| Draft Interface Control Documents | January 27, 2017 |
| Preliminary System Detailed Design Document | July 10, 2017 |
| Final Data Migration Plan | September 5, 2017 |
| Final Implementation & Transition Plan | August 22, 2017 |
| Final Master Test Plan | September 8, 2017 |
| Factory Acceptance Test (FAT) Plan | July 25, 2017 |
| Final Interface Control Documents | January 27, 2017 |
| Final System Detailed Design Document | June 26, 2017 |
| Final Maintenance Manual | May 22, 2018 |
| Final ORT installation Plan and 100% drawings Approved | August 22, 2017 |
| ORT On-Site First Installation Test (OFIT) Test Plan Approved | August 8, 2017 |
| Commissioning Test Plan | August 10, 2017 |
| Successful Completion of Installation, Commissioning and Go-Live (Phase IB complete) | April 10, 2018 |
| Final Business Rules Document | May 1, 2016 |
| Draft Reports Manual | April 3, 2018 |

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| | |
|--|-----------------|
| Draft User Manuals | March 30, 2018 |
| Final Disaster Recovery Plan & Business Continuity Plan | August 24, 2017 |
| Final Training Plan | April 13, 2018 |
| Final User Manuals | April 13, 2018 |
| Final Reports Manual | April 18, 2018 |
| Training Completed | April 26, 2018 |
| Extended Operations Test Plan | August 25, 2017 |
| Final As Built Drawings & Spare Parts List & BOM | May 1, 2018 |
| Final Project Acceptance and Final Software Escrow Deposit | June 30, 2018 |

E. Reporting

- Kapsch shall conduct meetings as described in Exhibit E, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

F. User Training

- The Kapsch Team shall lead the development of the end-user training plan.

G. Testing

- The State shall work with Kapsch on performance testing as set forth in Appendix C, Section C-6 Testing Requirements and System Acceptance.

2. ROLES AND RESPONSIBILITIES

A. Kapsch Team Roles and Responsibilities

1) Kapsch Team Project Manager

The Kapsch Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Kapsch Implementation Team. The Kapsch Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Project Management Plan;
- Assign Kapsch Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Kapsch Team members;
- Provide bi-weekly and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;

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- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

2) Kapsch Team

The Kapsch Team shall conduct analysis of requirements, validate the Kapsch Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.
- System Migration.

| Kapsch Project Team | | | |
|----------------------------|---------------------------|----------------|--|
| Team Member | Project Position | Phone | Email |
| Paul Muzzey | Project Principal | (617) 461 4347 | Paul.Muzzey@kapsch.net |
| Michael Yager | Project Manager | (512) 761 2516 | Michael.Yager@kapsch.net |
| Christina Mendez | Assistant Project Manager | (512) 592-5933 | Christina.Mendez@kapsch.net |
| Valentin Rusu | Data Migration Manager | (647) 317-9700 | valentin.rusu@kapsch.net |
| Carolos Aguilera | Quality Assurance Manager | (512) 450 6297 | Carlos.Aguilera@kapsch.net |
| Sam Sparks | Software Manager | (512) 574-5115 | Samuel.Sparks@kapsch.net |
| Kris Larsen | Installation Manager | (512) 420-6129 | Kristopher.Larsen@kapsch.net |
| Daniel Lafuente | Maintenance Manager | (713) 854-3687 | Daniel.LaFuente@kapsch.net |

Contract Agreement RFP 2016-041 Exhibit I Project Management Plan

Kapsch Initials *deu*
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B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

| Team Member | Project Position | Phone | Email |
|------------------|---------------------------|--------------------------------------|--|
| Renee Dupuis | Project Manager | 603-485-3806 (w) 603-848-7481 (c) | rdupuis@dot.state.nh.us |
| Laura Marriott | Assistant Project Manager | 603-485-3806 603-419-0734 (c) | lmariott@dot.state.nh.us |
| Celeste Soucy | E-ZPass Program Manager | 603-485-3806 | csoucy@dot.state.nh.us |
| Charles Burns | DoIT Liaison | 603-485-3806 603-419-0201 (c) | cburns2@dot.state.nh.us |
| Walter Fagerlund | Technical Advisor | (207) 228-0886 | WFagerlund@HNTB.com |

1) State Project Manager

The State Project Manager shall work side-by-side with the Kapsch Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Project Management Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Lead the Project through design, development, testing and maintenance;
- Oversee Project's acceptance, planning, implementation and follow-up issues;
- Contact point for coordination and management of Project Implementation Plan with Kapsch and State's Project team;
- Coordinate/plan with Contractor testing, conversion and implementation of the Project;
- Facilitate Project strategy and approach;
- Engage and manage Contractor;
- Manage significant issues and risks; and
- Manage stakeholders' concerns.

2) Assistant Project Manager

- DOT Documentation Coordinator
- Lead in report development
- Lead with Training

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- Assists in Testing, including development of test scripts and review of data
- Attend all project meetings
- Backup to Project Manager in his absence
- Work with Kapsch in developing and maintain role-based security as defined by the State Team;

3) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their section, Bureau or agency;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in reviewing of documentation and development of report;
- Assist in mapping business requirements;
- Assists in Testing, including development of test scripts and review of data;
- Attends all Project meetings;
- Assist in training end users in the use of the Kapsch Software Solution and the business processes the application supports; and
- Lead in the connection to the State's Financial System.

4) State DoIT Liaison and Technical Advisor

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Assist in all the aspects of SME's
- DOT lead in Data Migration effort (DOIT liaison)
- Assist in reviewing of documentation and development of report
- DoIT's Liaison will coordinate all efforts/reviews required by the Network Administrator and Database Administrator Attend technical training as necessary to support the project;
- Work with the Kapsch Technical Lead and the State's vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Assists in Testing, including; development of test scripts and review of data
- Work in partnership with the Kapsch and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that Kapsch will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at monthly project meetings and bi-weekly meetings as needed.
- Work with the Kapsch to finalize logical and physical database configuration;

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- Work with the Kapsch upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Kapsch to establish and execute backup and recovery procedures throughout the project;
- Work with the State Team to manage the availability of Application instances throughout the project;
- Work with the Kapsch to define and test Application security, backup and recovery procedures;
- Establish new Kapsch Application user Ids;
- Configure menus, request groups, security rules, and custom responsibilities;
- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

5) State Technical Advisor

The State's Technical Advisor reports to the State's Project Manager and his responsibilities include:

- Assist the State Team with oversight and technical advisory services for the development of system, integration, performance, and required test plans by Kapsch;
- Coordinating with State Team for system, integration, performance, and required tests by Kapsch;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

6) Conversions

The following Table identifies the conversions within the scope of this Contract.

Planned Conversions

| Conversion | Components, If applicable | Lead Responsibility | Description |
|----------------|---------------------------|---------------------|--|
| Data Migration | | Kapsch | Migration of Legacy data to new system |
| | | | |

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A. Conversion Testing Responsibilities

- The Kapsch Team shall develop a Data Migration Plan as outline in the RFP 2016-041
- The Kapsch Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Kapsch Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- State is responsible to initiate a work order with the incumbent vendor as described in the RFP 2016-041.

7) Interfaces

Interfaces shall be implemented in cooperation with the State. The following Table identifies the interfaces within the scope of this Contract and their relative assignment.

In-Scope Existing Interfaces

| Agency Name | Import or Export | Function | Frequency |
|---|------------------|--|-----------|
| Agency Existing <i>E-ZPass</i> Violation Server | Export | Send Violation Images to CSC for violation processing. | Live |
| Agency Existing <i>E-ZPass</i> Host Server | Import | Receive Transponder Status File to update ORT lanes. | Daily |
| Agency Existing Lane (Toll Collection System) Host Server | Export | Send <i>E-ZPass</i> transactions to existing Lane System Host for inclusion in processing. | Hourly |

A. Interface Responsibilities

- The Kapsch Team shall lead the State with the mapping of legacy data to the Kapsch Applications.
- The Kapsch Team shall lead the review of functional and technical interface Specifications.
- The Kapsch Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Kapsch Team shall document the functional and technical Specifications for the interfaces.
- The Kapsch Team as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The State and the Kapsch Team shall jointly verify and validate the accuracy and completeness of the interface.

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EXHIBIT J – SOFTWARE LICENSE & SOUCE CODE**

SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, Kapsch hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

Kapsch 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 for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Kapsch on such copies.

3. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Kapsch proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.
- d. License restricted to use only on operations and maintenance of the NHDOT BOS.

4. TITLE

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

5. VIRUSES

Kapsch 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, Kapsch will use reasonable efforts to test the Software for viruses Kapsch 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

Contract Agreement RFP 2016-041 Exhibit J – Software License & Source Code

Kapsch Initials
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT J – SOFTWARE LICENSE & SOURCE CODE**

the Software, then upon its request, Kapsch 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, Kapsch may audit the State's use of the programs at Kapsch sole expense. The State agrees to cooperate with Kapsch audit and provide reasonable assistance and access to information. The State agrees that Kapsch shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Kapsch audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

Kapsch warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") 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 Material infringe their intellectual property rights, Kapsch shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Kapsch in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Kapsch control of the defense and any settlement negotiations; and
- c. Gives Kapsch 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 Kapsch believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Kapsch may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Kapsch may end the license, and require return of the applicable Material and refund all fees the State has paid Kapsch under the Contract. Kapsch will not indemnify the State if the State alters the Material without Kapsch consent or uses it outside the scope of use identified in Kapsch user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Kapsch 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 Kapsch. Kapsch will not indemnify the State

Contract Agreement RFP 2016-041 Exhibit J – Software License & Source Code

Kapsch Initials See
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
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to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Kapsch without Kapsch consent.

SOFTWARE ESCROW

1. Kapsch represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at Iron Mountain "Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., x.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). Kapsch shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.
2. Kapsch agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Kapsch shall provide the State with written verification that the Software has been deposited with the Escrow Agent.
3. The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):
 - (a) Kapsch has made an assignment for the benefit of creditors;
 - (b) Kapsch 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 Kapsch assets;
 - (d) Kapsch terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
 - (e) Kapsch defaults under the Contract; or
 - (f) Kapsch ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.
 - (g) Enter into operations phase of the Contract, and subject to the terms of the Exhibit J: *Software License & Source Code*.

Contract Agreement RFP 2016-041 Exhibit J – Software License & Source Code

Kapsch Initials
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT J – SOFTWARE LICENSE & SOURCE CODE**

4. In the event that Deposit Materials are released from escrow to the State prior to the start of Operations Phase of the Contract, Kapsch hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, 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 Kapsch 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 and License.

5. Kapsch agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

Contract Agreement RFP 2016-041 Exhibit J – Software License & Source Code

Kapsch Initials
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT K – WARRANTY AND WARRANTY SERVICES**

WARRANTY AND WARRANTY SERVICES

Kapsch shall provide the warranty and warranty services as described in the RFP 2016-041 Appendix H 25.8 Warranty, documented in the RFP: C-2.2.7 Hardware Warranty, C-8.3 Warranty Program, and including addendum #1 and #2 and/or Compliance Matrix table included in Exhibit H.

Contract Agreement RFP 2016-041 Exhibit J – Software License & Source Code

Kapsch Initials See
Date: 11/11/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT L - TRAINING SERVICES

TRAINING SERVICES

Kapsch shall provide the Training Services as described in the RFP 2016-041 Appendix C-7.10 *Training* and as agreed to in addendum #1 and #2 and/or in their Compliance Matrix in Exhibit H.

Contract Agreement RFP 2016-041 Exhibit L - Training Services

Kapsch Initials
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT M - NHDOT RFP 2016-041 (WITH ADDENDA) INCORPORATED**

NHDOT RFP 2016-041 (WITH ADDENDA) INCORPORATED

NH Department of Transportation RFP 2016-041 Open Road Tolling dated May 12, 2016, with Addendum #1, dated July 7, 2016, Addendum #2, dated July 21, 2016 and Responses to State's Questions RFP 2016-041, dated September 15, 2016 are included by reference as binding Deliverables to this Contract.

Contract Agreement RFP 2016-041 Exhibit M - NHDOT RFP 2016-041 (with Addenda) Incorporated

Kapsch Initials
Date: 11/11/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT N - VENDOR PROPOSAL, BY REFERENCE**

VENDOR PROPOSAL, BY REFERENCE

Kapsch Proposal to Department of Transportation RFP 2016-041 Open Road Tolling System dated July 27, 2016 is hereby incorporated by reference as fully set forth herein.

Contract Agreement RFP 2016-041 Exhibit N - Vendor Proposal, by Reference

Kapsch Initials das
Date: 11/11/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING SYSTEM
BUREAU OF TURNPIKES - CONTRACT RFP 2016-041
EXHIBIT O - CERTIFICATES AND ATTACHMENTS

CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Kapsch's Certificate of Vote/Authority
- B. Kapsch's Certificate of Good Standing
- C. Kapsch's Certificate of Insurance
- D. Kapsch's Proposal Transmittal Form Letter
- E. Change Request Work Instruction
- F. Software License Agreement

Contract Agreement RFP 2016-041 Exhibit O - Certificates and Attachments

Kapsch Initials SK

Date: 11/11/16

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KAPSCH TRAFFICOM TRANSPORTATION NA, INC. is a Michigan Profit Corporation registered to transact business in New Hampshire on March 13, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 722633



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Kapsch TrafficCom Transportation NA, Inc.

Officer's Certificate of Authority

The undersigned Officers of Kapsch TrafficCom Transportation NA, Inc., a Michigan corporation (the "Company") hereby certifies, as of the date hereof, as follows:

1. I am the duly elected, qualified Corporate Secretary of the Company, and am familiar with the facts herein certified with respect to the Company and am duly authorized to certify the same with respect to the Company.

2. I have reviewed the Resolutions of the Company and confirm that the Officers of the Company, Alfredo Escriba and Michael Hofer are both authorized to sign the contract:

| Name | Position |
|-----------------|-------------------------|
| Alfredo Escriba | President |
| Michael Hofer | Chief Financial Officer |

IN WITNESS OF, I have hereunto set my hand as of the 11th day of November, 2016.



Janet Eichers
Secretary
Kapsch TrafficCom Transportation NA, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2016

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

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

| | | |
|--|---|---------------------------------|
| PRODUCER MARSH USA, INC. 89 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 | CONTACT NAME: _____ | |
| | PHONE (ACC. No. Ext): _____ | FAX (ACC. No.): _____ |
| 116924947-01-GAWU-16-17 | INSURER(S) AFFORDING COVERAGE | |
| INSURED Kepsch TrafficCom Transportation NA, Inc 8201 Greensboro Drive Suite 1002 McLean, VA 22102 | INSURER A: Federal Insurance Company NAIC # 20281 | |
| | INSURER B: Great Northern Insurance Company 20303 | |
| | INSURER C: Chubb Indemnity Insurance Company 12777 | |
| | INSURER D: _____ | |
| | INSURER E: _____ | |

COVERAGES **CERTIFICATE NUMBER:** NYC-006687508-01 **REVISION NUMBER:** 0

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

| INSR LTR | TYPE OF INSURANCE | ADDCSUDR INSD WDD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____ | | 9949-16-74 | 11/30/2016 | 11/30/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 7356-51-01 | 11/30/2016 | 11/30/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | 7983-64-37 | 11/30/2016 | 11/30/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N / A | (17)7175-13-28 | 11/30/2016 | 11/30/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire Department of Transportation is included as additional insured (except for Workers Compensation) where required by written contract.

CERTIFICATE HOLDER

NH Dept. of Transportation
 Office of Federal Compliance
 7 Hazen Drive
 Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Elizabeth Stapleton

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING (ORT) RFP 2016-041

Form 1: Proposal Transmittal Letter

State of New Hampshire Proposal Transmittal Form Letter

Vendor Name Kapsch TrafficCom Transportation NA, Inc.

Address 1390 Piccard Drive, Suite 200

City/State/ZIP Rockville, MD 20850

TO: John Corcoran, Administrator
Administrator, Bureau of Turnpikes
36 Hackett Hill Road
Hooksett, NH 03106
Telephone (603) 485-3806
Email: JCorcoran@dot.state.nh.us

RE: Proposal Invitation Name: Open Road Tolling
Proposal Number: 2016-041
Proposal Due Date and Time: June 18, 2016, 2:30 pm

Dear Sir:

Vendor Name: Kapsch TrafficCom Transportation NA, Inc. hereby offers to sell to the State of New Hampshire the Services Indicated in RFP 2016-041 Open Road Tolling at the price(s) quoted in Vendor Response Section VIII: *Price Proposal*, and Appendix J: *Price Proposal Forms*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Contractor Signor: Michael Hofer, CFO. is authorized to legally obligate

Contractor Name: Kapsch TrafficCom Transportation NA, Inc.

We attest to the fact that:

The Vendor has reviewed and agreed to be bound by all RFP Terms and Conditions, including but not limited to, the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new



Title: Toll System Computer Change Request

Page 1 of 3

Document #: Turn-Toll-004

Revision #: 1

Date: May 8, 2013

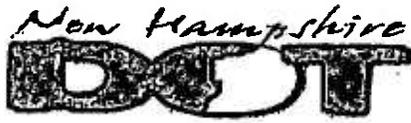
1.0 PURPOSE: Procedure for requesting changes to the Toll System application.

2.0 RESPONSIBILITIES

- 2.1 The Vendor and Turnpikes develops the proposed change request.
- 2.2 NHDOT Review Board of Information Technology (RBIT) reviews and approves the change request.
- 2.3 The Assistant Administrator of the Tolls (AAT) gives final approval to begin work.

3.0 PROCEDURE

- 3.1 A change request is developed due to an update or upgrade in the Vendor's software, an enhancement requested by the Bureau, or a "fix" to correct a problem. See 3.7 for Emergency Change Request.
- 3.2 Turnpikes or the Vendor fills out the Change Request Form for the necessary improvements and/or application changes. All sections within Turnpikes will submit these changes through the AAT or designee by AAT. Include samples of the proposed change when applicable, i.e. new report.
- 3.3 Test plan is described under the Turnpikes approval section and is developed by Turnpikes.
- 3.4 The Vendor estimates the hours for the change request, cost, completion date, lays out the proposed change implementation procedure and concurs with the test plan.
- 3.5 Once the Change Request is received from the Vendor, Turnpikes submits the request to the NHDOT RBIT Board for their review and approval. The NHDOT RBIT Board pays particular attention to the cost and estimated time frame to make sure the quotes are reasonable and assigns a person for oversight.
 - 3.5.1 NHDOT RBIT Board meets Thursdays of the pay week. All requests should be in Thursday morning by 10:00 a.m.
- 3.6 After NHDOT RBIT approval, the AAT approves the Change Request and then sends it to the Vendor for a Notice to Proceed (NTP).



Title: Toll System Computer Change Request

Document #: Turn-Toll-004

Revision #: 1

Page 3 of 3

Date: May 8, 2013

5.0 DOCUMENT CONTROL

5.1 Revision #1

5.1.1 Revised the procedure to include all the updates to steps.

5.1.2 Revised to include Emergency Change Request process.

| | | | |
|---|------------------------|--------------------------------------|---------------------|
| Approved:  Christopher Waszczuk, P.E. Administrator, Bureau of Turnpikes | <u>5/17/13</u> Date | REV. NO. <u>1</u> | DATE <u>5/17/13</u> |
| | | SUPERSEDES EDITION <u>10/31/2007</u> | |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING (ORT) RFP 2016-041

Form 9: Toll System Technology Change Request Form

| | | |
|---|--------|-----------------|
| Project Name: | | Project Number: |
| Requested By: | | Change Number: |
| Description of Change Request: | | |
| CONTRACTOR SECTION | | |
| Estimate Hours: | | Estimate Cost: |
| Completion Date: | | VI Number: |
| Comments: | | |
| OFFICE OF INFORMATION TECHNOLOGY | | |
| Estimate Hours: | | Estimate Cost: |
| Approved By: | Title: | Date: |
| Comments: | | |
| APPROVED | | |
| Client Name: | Title: | Date: |
| Approved By: | Title: | Date: |
| Comments: | | |

Vendor Initials _____
Date _____

SOFTWARE LICENSE AGREEMENT



This Software License Agreement (together with all referenced attachments, this "Agreement") is entered into as of the Effective Date by and between:

| | |
|-----------------|---|
| Licensor | Kapsch TrafficCom Transportation NA, Inc. 211 East 7 th Street, Suite 800 Austin, Texas 78701 Tel: (832) 540-0521 Fax: (512) 450-6307 (Referred to as "Kapsch") |
|-----------------|---|

And

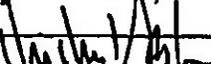
| | |
|-----------------|--|
| Licensee | New Hampshire Department of Transportation or NHDOT Bureau of Turnpikes 36 Hackett Hill Road Hooksett, NH 03106 Tel: (603) 485-3806 Fax: (603) 485-2107 (Referred to as "Licensee") |
|-----------------|--|

This Agreement is comprised of this Cover Page and the following attachment(s):

| | |
|-----------------------|---------------------------|
| Attachment "A" | Terms and Conditions |
| Attachment "B" | Software Product Schedule |

Licensee shall obtain a site license to use the Kapsch Software at the named Facilities, with access to source code under the terms and conditions set out in this Agreement.

For and in consideration of mutual covenants herein contain the parties hereto have caused this Agreement to be executed by their duly authorized officers.

| | |
|---|---|
| Kapsch TrafficCom Transportation NA, Inc. | |
| By:  |  |
| Name: Alfredo Escriba | Michael Hofer |
| Title: President | CFO |
| Date: November 22, 2016 | November 28, 2016 |

| | |
|---|--|
| New Hampshire Department of Transportation | |
| By: | |
| Name: | |
| Title: | |
| Date: | |

**Attachment A
Terms and Conditions**

1. Definitions

- (a) "Authorized Facility" has the meaning ascribed in Article 4.
- (b) "Business Use" means Licensee's internal use (used within NHDOT) of the Kapsch Software at the Facilities in connection with the Licensee identified use in the Contract.
- (c) "Kapsch Software" means the Kapsch Software described in Attachment "B" of this License Agreement.
- (d) "Kapsch Source Code" means the series of computer language statements in programmer readable form (for example, Assembly Language, C, C++, Basic, 4GL, SQL), embodied in either magnetic disk or tape, which forms a software program or group of programs from which a computer can be made to perform specified functions after the Source has been translated into "Binary" executable code.
- (e) "Confidential Information" has the meaning ascribed in Article 9: *Non Disclosure and Security*.
- (f) "Contract" means the Agreement between Licensee and Kapsch with respect to the Kapsch Software, and designated as Contract No. RFP 2016-041, dated the ___ day of _____, 2016.
- (g) "Documentation" means code, files, paperwork and applications necessary to execute and use the Software and Source Code.
- (h) "Facilities" means all NHDOT Turnpike facilities (existing or new) for Open Road Tolling application, as long as Kapsch is implementing and maintaining the system and lanes.

2. License

Kapsch hereby grants to Licensee and Licensee hereby accepts a full paid, royalty free, perpetual, non-transferable, non-exclusive license to use the Kapsch Software solely at the Authorized Facilities described herein for Licensee's Business Use, under the terms and conditions herein contained ("License").

Kapsch also hereby grants to Licensee and Licensee hereby accepts the limited, fully paid, royalty-free, non-transferable, non-exclusive right and license to access, use, and modify the Kapsch Source Code for the sole purpose of modifying and maintaining the Kapsch Software. Any resulting object code of the Kapsch Software shall also be subject to the terms set forth in this Agreement.

3. Term

This License Agreement shall be effective from the date of issuance of the Acceptance Certificate of the Kapsch Software in accordance with the Contract and payment by Licensee to Kapsch of all amounts owed and payable to Kapsch under the Contract (the "Effective Date"). This License Agreement shall remain in effect until such time as it may be

terminated by either party in accordance with this License Agreement. Any use of the Kapsch Software before the Effective Date for the purposes of testing and commissioning, shall be on a temporary license basis only.

4. Location of Use

The Kapsch Source Code (including all copies thereof) shall only be stored and used at Licensee's location(s) specified in the attached Schedule "B" - Software Product Schedule or such other locations of Licensee as may be agreed to from time to time in writing by Kapsch in its sole discretion ("Authorized Facilities"). Licensee shall mark any removable storage media containing copies of the Kapsch Source Code (in whole or part) or documentation (if applicable) with a notice indicating that the software or information contained therein is the property of Kapsch.

5. Kapsch Source Code

Licensee acknowledges and agrees that title and all interests and rights of ownership in and to the Kapsch Software and Kapsch Source Code, including and resulting object code and documentation, all copies in any form of all or any part thereof, and all intellectual property rights with respect thereto, are and shall remain with, and shall be the sole and exclusive property of, Kapsch.

Neither Licensee nor any other person or entity shall acquire any interest in the Kapsch Source Code, except for Licensee's right to use as specifically set forth in this Agreement:

Kapsch acknowledges that Licensee shall own all right, title, and interest in and to any modifications it makes to the Kapsch Source Code (the "Licensee Modifications"). Such ownership is at all times subject to the ownership by Kapsch of the underlying Kapsch Source Code and the requirement that any distribution of or access to the Licensee Modifications be in accordance with the limitation on distribution provisions set forth in this License. With respect to the Licensee Modifications, Licensee grants a perpetual, royalty-free, irrevocable and non-terminable, fully paid-up, transferable and assignable, non-exclusive, worldwide right and license to Kapsch to the Licensee Modifications.

6. Documentation

If the applicable box labeled "yes" on the Software Product Schedule is marked, Licensor will provide Licensee with applicable documentation for the Kapsch Source Code. Otherwise, Kapsch will not provide any documentation for the Kapsch Source Code. Any documentation provided by Kapsch shall only be used by Licensee for its internal Business Use with respect to its use and modification of the Kapsch Source Code as permitted under this Agreement.

7. Distribution Limitation

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15. Notice

Any statement, notice, approval, demand or request, required, permitted or agreed to be delivered, given, made or served by either party hereunder, shall be sufficiently delivered, given, made or served if (i) in writing and signed by the party delivering, giving, making or serving it and (ii) mailed by certified mail, return receipt requested, addressed to the other party as follows:

To Kapsch: Kapsch TrafficCom Transportation NA, Inc.
8201 Greensboro Drive, Suite 1002
McLean, VA 22102

Attention: Legal Counsel

To Licensee: Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Road
Hooksett, NH 03106
Tel: (603) 485-3806
Fax: (603) 485-2107

or to such other address as Kapsch and Licensee, respectively, may from time to time designate by giving notice thereof in writing. Service and delivery shall be complete upon such mailing except in the case of a notice to change an address in which case service and delivery shall be complete when the notice is actually received by the addressee.

16. Severability

In the event that any provision set out in this License Agreement is determined by a court of competent jurisdiction to be unenforceable and/or void, that provision shall be deemed to be severed and the License Agreement shall be read and understood as if that provision did not form a part thereof.

17. Survival

The obligations set out in Section 5: *Kapsch Source Code*, Section 9: *Non-Disclosure and Security* and Section 10: *Termination* of this License Agreement shall survive termination of this License Agreement until the parties hereto mutually agree in writing to their release.

18. Waiver

No delay or failure of Kapsch in exercising any right under this License Agreement and no partial or singular exercise thereof is deemed to be or constitutes a waiver of the right or any other right. Any consent by Kapsch or any waiver of or breach of any express or implied term of the License Agreement does not constitute consent to or a waiver of or excuse any subsequent or other breach.

19. Governing Law

This License Agreement shall be governed by the laws of the State of New Hampshire, exclusive of its choice of law rules, and the parties attorn to the non-exclusive jurisdiction of the courts thereof.

20. Enurement

All covenants, License Agreements and conditions in this License Agreement are binding upon and enure to the benefit of the parties and their successors and permitted assigns.

21. Entire License Agreement

This License Agreement and the Contract contain the entire Agreement with respect to the subject matter as of the date of this License Agreement and supersede all prior proposals, License Agreements, understandings and negotiations, whether oral or written, of the parties with respect to the subject matter of this License Agreement.

ATTACHMENT "B"
SOFTWARE PRODUCT SCHEDULE

1. **Kapsch Software:**

| Kapsch Product | Version | Product Type | Description |
|-------------------------|------------------|---------------------|--------------------|
| APEX Lane Software | 2.2.11 | Source | Host Client |
| APEX Plaza Software | 1.20 | Source | Host Client |
| APEX Host Software | 1.4.4 | Source | Database |
| Kapsch ROMS | 1.1.0.1 3.2.0 | Source | Client Engine |
| Kapsch ISC Software | | Source | Host Client |
| Kapsch OCR Software | | Source | Host Client |
| E-Transit DSAS Software | | Source | Client Engine |

2. **Facility/Facilities of Licensee:** This Agreement is for all NHDOT Turnpike facilities (existing or new) for Open Road Tolling application, as long as Kapsch is implementing and maintaining the system and lanes. If Kapsch is not implementing or maintaining the system and/or lanes, NHDOT will be subject to licensing fees at Kapsch's current rate at the time the license granted.

3. **Documentation:** X [Yes] [No]

4. **Additional License Fee:** \$0.00