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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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 Council
State House
Concord, New Hampshire 03301

Bureau of Materials & Research
September 1, 2023

63A

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **sole source** contract with ExeVision, Inc. (Vendor Code #261357) of Orem, Utah, 84058, in the amount of \$1,412,366.25. The purpose of this three- year contract and maximum 3-year extension is for the continued support, maintenance, and hosting of the Department's computer software-based Project Development and Construction Management Systems, effective upon Governor and Council approval, through September 28, 2026.

Funding is available in Fiscal Year 2024 and FY 2025, and is contingent upon the availability and continued appropriation of funds in Fiscal Year 2026, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years, if needed and justified:

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
010-003-76960000-IT for Transportation			
038-509038 Agency Application Software	\$374,872.50	\$511,080.00	\$526,413.75

EXPLANATION

On October 15, 2014, the Governor and Council authorized the original agreement (Item #20; copy of resolution attached) to procure and implement software for the purpose of supporting the Department's estimating, advertising, bidding, constructing, and auditing activities related to construction projects. This request will continue the use of that software through a sole source contract with the originally selected vendor, ExeVision Inc. of Orem, UT for the next three years with an option to extend an additional three years.

The reason for the **sole source** is that ExeVision currently provides the software that is used for all the Department's estimating, advertising, bidding, constructing, and auditing activities related to construction projects. The Department has been working for several years on the system development and full implementation of this software application. The extensive level of customization and integration with Department process prevents the Department from readily utilizing other alternatives.

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

It is respectfully requested that authority be given to amend this agreement as outlined above.

Sincerely,

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

William J. Cass, P.E.
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

September 6, 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 with ExeVision, Inc., as described below and referenced as DoIT No. 2024-022.

The purpose of this request is to continue to provide iPD Software for the purpose of completing project advertising, contractor progress payments, and record keeping activities throughout the life of highway and bridge construction projects.

The Total Price Limitation will be \$1,412,366.25, effective upon Governor and Council approval through September 28, 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 #2024-022

cc: Charles Burns, IT Manager

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 5 Hazen Dr. Concord, NH 03301	
1.3 Contractor Name ExeVision, Inc		1.4 Contractor Address 895 West Baxter Dr South Jordan, UT 84095	
1.5 Contractor Phone Number 801-426-7777	1.6 Account Unit and Class 010-003-76960000 038-509038	1.7 Completion Date 9/28/2026	1.8 Price Limitation \$1,412,366.25
1.9 Contracting Officer for State Agency Andre J. Briere Deputy Commissioner		1.10 State Agency Telephone Number 603-271-6152	
1.11 Contractor Signature  Date: 9/5/23		1.12 Name and Title of Contractor Signatory FLOYD W MILLER, PRESIDENT	
1.13 State Agency Signature  Date: 9/11/23		1.14 Name and Title of State Agency Signatory William Oldenburg Director of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Samuel Burgess On: 9/12/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

11. **CONTRACTOR'S RELATION TO THE STATE:** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT COMPUTER SYSTEMS 2024-022

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
TABLE OF CONTENTS**

Contents

EXHIBIT A - SPECIAL PROVISIONS.....	4
EXHIBIT B - STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES.....	9
1. STATEMENT OF WORK.....	9
2. BUSINESS / TECHNICAL REQUIREMENTS.....	9
3. ACTIVITY, DELIVERABLE, AND MILESTONE.....	9
4. CHANGE ORDER.....	9
5. PROJECT MANAGEMENT.....	9
6. WORK PLAN.....	12
7. DATA PROTECTION.....	12
8. SOFTWARE AGREEMENT.....	15
9. ADMINISTRATIVE SERVICES.....	15
10. TRAINING.....	15
11. MERCHANT CARD SERVICES.....	15
12. TERMS AND DEFINITIONS.....	15
13. CONTRACTOR'S CERTIFICATES.....	15
EXHIBIT C - PRICE AND PAYMENT SCHEDULE.....	16
14. CONTRACT PRICE.....	16
15. TRAVEL EXPENSES.....	16
16. SHIPPING FEES.....	16
17. INVOICING.....	16
18. INVOICE ADDRESS.....	16
19. PAYMENT ADDRESS.....	17
20. OVERPAYMENTS TO THE CONTRACTOR.....	17
21. CREDITS.....	17
22. PROJECT HOLDBACK.....	17
23. PAYMENT SCHEDULE.....	17
EXHIBIT D - SOFTWARE LICENSE AGREEMENT.....	19
EXHIBIT E - ADMINISTRATIVE SERVICES.....	22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
TABLE OF CONTENTS

24	DISPUTE RESOLUTION	22
25	ACCESS AND COOPERATION	22
26	RECORD RETENTION	22
27	ACCOUNTING	23
28	AUDIT	23
29	MISCELLANEOUS WORK REQUIREMENTS	23
	EXHIBIT F - TERMS AND DEFINITIONS	25
	EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES	31
30	ATTACHMENTS	31
31	CONTRACTOR CERTIFICATES	31
32	Contractor Quote	31

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Page 3 of 31

Contractor Initials:

Date:

JM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT A – SPECIAL PROVISIONS**

EXHIBIT A - SPECIAL PROVISIONS

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

- A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**
- 3.3 The Term may be extended up to Three (3) years(s), ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond September 28, 2029 under the same terms and conditions, subject to approval of the Governor and Executive Council.
- A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**
- 5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:**
- 8.2.5 Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for providing services or reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
- A.4 Provision 9, Termination, is deleted and replaced with the following:**
- 9. TERMINATION**
- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with thirty (30) days written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT A – SPECIAL PROVISIONS**

down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property.

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall cooperate, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT A - SPECIAL PROVISIONS

A:5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of, and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.
- 10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT A – SPECIAL PROVISIONS**

information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

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

- 12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

25. FORCE MAJEURE

- 25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 -- PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT A -- SPECIAL PROVISIONS

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

28. **GOVERNMENT APPROVALS**

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

29. **ORDER OF PRECEDENCE**

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

State of New Hampshire, Department of Transportation Contract Agreement
Proj. Dev. Computer Systems 2024-022.

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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

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

1. STATEMENT OF WORK

Provide license for iPD software as developed (RFP 2014-080 and Extensions) including subsequent enhancements.

Provide continuing support and enhancements as the Dept. may require.

2. BUSINESS / TECHNICAL REQUIREMENTS

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

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

3. ACTIVITY, DELIVERABLE, AND MILESTONE

4. CHANGE ORDER

1. The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.
2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.
3. Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.
4. A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

5. PROJECT MANAGEMENT

1. The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective

Page 9 of 31

Contractor Initials: 9/5

Date: 9/5

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
2. The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.
 3. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.
 4. The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.
 5. The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

5.1 The Contractor Key Project Staff

a. The Contractor's Contract Manager

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

Floyd Millet
(801) 331-5371
fmillet@exevision.com

b. The Contractor's Project Manager

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

James Smyth
(801) 783-2861
jsmyth@exevision.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Eight (8) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

a. Change of Project Manager

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

5.2 The State Key Project Staff

1. The State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Dennis Herrick
(603) 271-3153
Dennis.e.herrick@dot.nh.gov

2. The State Project Manager

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

Dennis Herrick
(603) 271-3153
Dennis.e.herrick@dot.nh.gov

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

- Leading the Project;
- Engaging and managing all Contractors working on the Project;
- Managing significant issues and risks;
- Reviewing and accepting Contract Deliverables;
- Invoice sign-offs;
- Review and approval of Change Orders;
- Managing stakeholders' concerns.

6 WORK PLAN

This is a maintenance only contract which includes maintaining the software that is in place, updating the base code as required by Exevison, and providing up to 150 hours per business quarter of included enhancements as requested by the Department of Transportation. The hours are to be used quarterly on a use-it-or-lose-it basis with up to 20 hours carried over from one quarter to the next.

7 DATA PROTECTION

1. Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
 - a) The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
 - b) All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

Page 12 of 31

Contractor Initials: *JM*

Date: 1/5

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- c) Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d) At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e) The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

1. Data Location

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

2. Security Incident Or Data Breach

- 1. The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
- 2. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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

4. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

3. Breach Responsibilities

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

2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

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

- a) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b) promptly implement necessary remedial measures, if necessary; and
- c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
the investigation and resolution of the Data Breach;
notifications to individuals, regulators or others required by State law;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

a credit monitoring service required by State (or federal) law;
a website or a toll-free number and call center for affected individuals
required by State law — all not to exceed the average per record per
person cost calculated for Data Breaches in the United States
(currently \$201 per record/person) in the most recent Cost of Data
Breach Study: Global Analysis published by the Ponemon Institute at
the time of the Data Breach; and
complete all corrective actions as reasonably determined by the
Contractor based on root cause; all [(a) through (e)] subject to this
Contract's limitation of liability.

8 SOFTWARE AGREEMENT

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

9 ADMINISTRATIVE SERVICES

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

10 TRAINING

The Contractor shall provide the following Training Services:
Not Applicable

11 MERCHANT CARD SERVICES

Merchant card services are not applicable.

12 TERMS AND DEFINITIONS

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

13 CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

14 CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

15 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

16 SHIPPING FEES

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

17 INVOICING

1. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.
2. 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.

18 INVOICE ADDRESS

1. Invoices may be sent to:

New Hampshire Department of Transportation
Attn: Dennis Herrick

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

P.O. Box 483
Concord, NH 03302

19 PAYMENT ADDRESS

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

20 OVERPAYMENTS TO THE CONTRACTOR

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

21 CREDITS

Not Applicable

22 PROJECT HOLDBACK

Not Applicable

23 PAYMENT SCHEDULE

Contract Type

Activities / Deliverables / Milestones Pricing

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

Software License Pricing, Maintenance and Support Pricing

SFY	2024	2025	2026
Hosting	\$ 51,105.00	\$ 69,673.75	\$ 71,763.75
Licensing	\$ 323,767.50	\$ 441,406.25	\$ 454,650.00
Total	\$ 374,872.50	\$ 511,080.00	\$ 526,413.75
		GRAND TOTAL	\$ 1,412,366.25

Contractor Staff, Resource Hours and Rates Worksheet

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

	2023	2024	2025	2026	2027	2028	2029
Hourly Rate	\$191	\$197	\$203	\$209	\$215	\$221	\$228

Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in the G&C letter:

SFY	2027	2028	2029	2030
Hosting	\$ 73,917.50	\$ 76,132.50	\$ 78,418.75	\$ 19,748.75
Licensing	\$ 468,290.00	\$ 482,341.25	\$ 496,815.00	\$ 125,115.00
Total	\$ 542,207.50	\$ 558,473.75	\$ 575,233.75	\$ 144,863.75
			GRAND TOTAL	\$ 1,820,778.75

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Page 18 of 31
Contractor Initials: *JM*
Date: *9/5*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant. *For Subscription and for SaaS (Case 3)*

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

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

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

3. Software and Documentation Copies. Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation.

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

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

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

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

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

Unless specified otherwise in this agreement,

- a. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.

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

9. Custom Software. Not Applicable

Page 20 of 31

Contractor Initials: *JM*

Date: 9/5

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

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

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

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F - TERMS AND DEFINITIONS**

EXHIBIT E - ADMINISTRATIVE SERVICES

24. DISPUTE RESOLUTION

1. 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.
2. The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	James Smyth	Dennis Herrick	5 Days
First	Floyd Millet	William Oldenburg	10 Days
Second	Floyd Millet	Andre Briere	10 Days
Third	Floyd Millet	David Rodrigue	15 Days

3. 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.

25 ACCESS AND COOPERATION

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

26 RECORD RETENTION

1. Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F – TERMS AND DEFINITIONS**

(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.

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

27 ACCOUNTING

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

28 AUDIT

1. The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

29 MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

1. In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F – TERMS AND DEFINITIONS**

- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

Page 24 of 31

Contractor Initials: JM

Date: 9/5

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F - TERMS AND DEFINITIONS**

6.4 Workplace Hours

3. The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.
4. Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

EXHIBIT F - TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance, benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN),</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F – TERMS AND DEFINITIONS**

	<p>Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<p>Contract</p>	<p>An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.</p>
<p>Data</p>	<p>State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.</p>
<p>Data Breach</p>	<p>Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F - TERMS AND DEFINITIONS**

Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.	
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.	
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.	
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.	
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.	
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.	
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.	
Implementation	The process for making the System fully Operational for processing the Data.	
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute.	

Page 27 of 31
 Contractor Initials: JM
 Date: 9/5

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F – TERMS AND DEFINITIONS**

	ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F – TERMS AND DEFINITIONS**

	<p>applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.</p>
Specifications	<p>Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.</p>
State Data	<p>All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.</p>
State Fiscal Year (SFY)	<p>The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.</p>
Subcontractor	<p>A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.</p>
System	<p>All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 - PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT F - TERMS AND DEFINITIONS**

Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
2024-022 – PROJ. DEV. COMPUTER SYSTEMS
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

30 ATTACHMENTS

- a. Exhibit B Business and Technical Requirements – Attachment 1
- b. Agency Compliance Documents – Attachment 2

31 CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

32 Contractor Quote

SFY	2024	2025	2026	2027	2028	2029	2030
Hosting	\$ 51,105	\$ 69,674	\$ 71,764	\$ 73,918	\$ 76,133	\$ 78,419	\$ 19,749
Licensing	\$323,768	\$441,406	\$454,650	\$468,290	\$482,341	\$496,815	\$125,115
Total	\$374,873	\$511,080	\$526,414	\$542,208	\$558,474	\$575,234	\$144,864

Grand Total: \$3,233,147

Remainder of this page intentionally left blank

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 EXEVISION, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on August 04, 2014. 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: 712583

Certificate Number: 0006317512



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 6

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Fiona Wilson Miller, hereby certify that I am a Sole Proprietor
(Name)
of EXEVISION, INC which is a tradename registered with the Secretary of
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 9/5/2023

ATTEST: Fiona Wilson Miller, PRESIDENT
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09-05-2023

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

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

PRODUCER Foote Insurance Agency 305 N Freedom Blvd (PO Box 1445) Provo, UT 84601	CONTACT NAME: Dick Foote PHONE (A/C, No, Ext): (801)374-0395 FAX (A/C, No): (801)377-2458 E-MAIL ADDRESS: Dick@footeinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: Lloyds of London INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZPP-11N41804-23-15	07/30/23	07/30/24	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E& occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-9K140089-23	07/30/23	07/30/24	COMBINED SINGLE LIMIT (E& 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CUP-9K178320-23	07/30/23	07/30/24	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6J009616-22	10/7/22	10/07/23	<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
B	Professional Liability			97256405	12/7/22	12/07/23	Occurrence Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03301	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 RGF
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**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



20

**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Construction
September 15, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with ExeVision, Inc. (Vendor #261357) Orem, UT for an amount not to exceed \$3,260,000, for replacing and upgrading the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval, through September 30, 2017. 100% State Bonded Capital Funds.

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016 and FY 2017:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
04-096-96-9600-79870000 Capital Funds			
034 500099 Major IT Systems	\$707,700	\$1,175,795	\$1,376,505

EXPLANATION

The Department of Transportation (DOT) seeks to procure services to provide and install a new Project Development System. DOT has several computer software systems that currently interact poorly or not at all, often requiring manual intervention to complete project advertising, contractor progress payments (totaling many million dollars), and record keeping activities throughout the life of highway and bridge construction projects. The new system will allow the Department to replace older computer systems used in creating project estimates, collecting material test results, and tracking contractor payments. New system functionality will also be added to allow the Department to both release and receive bids electronically to/from contractors. As part of this project, the Department's existing Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems will be replaced with newer technology resulting in time savings, increased efficiencies, information system availability, and most significantly elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions.

A Capital Budget appropriation in the amount of \$3,260,000 has been approved to fund this project. The vendor selection process for this contract was initiated by a solicitation for information technology services through a Request for Proposals (RFP), which was posted on the State Administrative Services website from March 17, 2014 to May 20, 2014. Answers to vendor's questions regarding clarification of the solicitation were posted to the Administrative Services website on April 8, 2014. As a result of the solicitation, three firms submitted proposals: AASHTO, Washington, DC; ExeVision, Inc., Orem, UT; and Parsons Transportation Group, Inc., Washington, DC.

The selection process for this contract consisted of review and ranking of solicited written proposals by a selection panel comprised of eight members representing the Department of Transportation and the Department of Information Technology. The selection panel included the Chief of Engineering Audit, Chief of Labor Compliance, Contracts Program Specialist, Project Manager for the Bureau of Highway Design, Concrete/Soils Supervisor for the Bureau of Materials & Research, Bridge Computer Applications Analyst/Engineer for the Bureau of Bridge Design, Regional Construction Engineer for the Bureau of Construction, and IT Project Manager from the Department of Information Technology.

The selection panel members reviewed the proposals individually and met on Wednesday, June 25, 2014 to recommend a vendor. The Committee rated each firm based on the Proposed Software Solution, Proposed Software Solution Functionality, Vendor Technical Service and Project Manager Experience, Vendor Company and Staffing Qualifications, and Solution Cost. Having assessed all of the aforementioned factors, the selection panel scored and ranked ExeVision, Inc. the highest of the three firms. The Scoring Summary is below:

Firm	Score as rated by Selection Committee 200 Possible Points	Overall Rank
ExeVision	157.4	1
Parsons	142.3	2
AASHTO	138.3	3

ExeVision, Inc. was selected and is highly regarded in the field of Project Development Systems. Their software has recently been implemented at the Illinois Department of Transportation and they have similar system implementations for State transportation agencies in Texas, Wyoming, Nevada and Utah. The selection panel's ranking was submitted to the Assistant Commissioner for consideration and approval.

ExeVision, Inc. has agreed to furnish the required implementation and maintenance services in a three (3) year agreement for a total amount not to exceed \$3,260,000. The Department has an annual option to extend the agreement for an additional six (6) years for ongoing software support and maintenance. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of engineering and technical services to be furnished.

The agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The DOT has certified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

2014-080 Project Development System									
Company	Company Address	Software Functionality 20 Pts max	Software Solution 70 Points Max	Technical, Service and PM Exp and Approach 20 Pts max	Company Qualifications 5 Points Max	Staffing Qualifications 5 Points Max	**Solution Cost	Solution Cost Points 75 Pts Max	TOTAL 200 Pts Max
AASHTO	Wash, DC	10.8	35.4	13.1	3.2	2.8	\$ 4,514,900	73.1	138.3
ExeVision	Orem, UT	13.4	49.6	16.6	3.4	3.4	\$ 4,646,147	71.1	157.4
Parsons	Wash, DC	11.1	37.0	13.2	3.1	2.8	\$ 4,401,855	75.0	142.3
								Max Points	157.4

**Note: Solution cost was rated on six (6) years of total cost of ownership and included the cost of software and implementation services plus annual software support and maintenance costs. This allows the Department to lock in future software support and maintenance costs at the lowest possible price. The Department then elected to write a three (3) year contract with a State option to annually extend the contract for software support and maintenance.



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

Steven J. Kelleher
Acting Commissioner

September 15, 2014

William J. Cass, PE
Director of Project Development
Department of Transportation
State of New Hampshire
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Director Cass:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with ExeVision, Inc. as described below and referenced as DoIT No. 2014-080.

The purpose of this contract is for ExeVision, Inc. to provide and install a new Project Development System. The new system will allow the Department of Transportation (DOT) to replace older computer systems used in creating project estimates, collecting material test results, and tracking contractor payments. New system functionality will also be added to allow the Department to both release and receive bids electronically to and from contractors. As part of this project, the Department's existing Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems will be replaced with newer technology. Replacement of these outdated information systems will result in time savings spread across numerous work groups within DOT and most significantly eliminate the risk of system failure. The total contract value is \$3,260,000 and the contract end date is September 30, 2017, upon Governor and Executive Council approval. The contract may be extended up to six years at the sole option of the State with Governor and Executive Council approval.

Please inform this department of upcoming events associated with processing this RFP so that we may stay involved.

Sincerely,

Steven J. Kelleher

SJK/dcp
DOT 2014-080

cc: Gail Hambleton
Dane Prescott

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION
 PROJECT DEVELOPMENT SYSTEMS
 CONTRACT #2014-080
 AGREEMENT- PART 1

Subject: PROJECT DEVELOPMENT SYSTEMS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation Project Development Division		1.2 State Agency Address 7 Hazen Drive Concord, NH 03302-0483	
1.3 Contractor Name ExeVison, Inc.		1.4 Contractor Address 226 E 860 South Orem, Utah 84058	
1.5 Contractor Phone Number 801-788-4545	1.6 Account Number 04-096-096-79870000-034-500099	1.7 Completion Date 9/30/2017	1.8 Price Limitation \$3,260,000
1.9 Contracting Officer for State Agency Patrick K. McKenna Deputy Commissioner		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature <i>Robert W. Millet</i>		1.12 Name and Title of Contractor Signatory ROBERT W. MILLET PRESIDENT	
1.13 Acknowledgement: State of <i>Utah</i> , County of <i>Utah</i> On <i>Aug 21, 2014</i> , 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. MARIBELL B ANDERSON			
1.13.1 Notary Public & Justice of the Peace State of Utah Comm. No. 661455 My Comm. Expires Dec 28, 2016		<i>Maribell B. Anderson</i>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Maribell Anderson - Notary</i>			
1.14 State Agency Signature <i>William J. Corbett</i>		1.15 Name and Title of State Agency Signatory WILLIAM J. CORBETT Director of Project Development NH DOT	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Mark A. Walters</i> On: <i>9/23/14</i>			
1.18 Approval by the Governor and Executive Council By: <i>Scott Rankin</i> DEPUTY SECRETARY OF STATE On: OCT 15 2014			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor 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 issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both;

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is, in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to 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 requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

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

16. **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 the Contractor.

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. **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 inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

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 ExeVision, Inc., a(n) Utah corporation, is authorized to transact business in New Hampshire and qualified on August 4, 2014. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of August, A.D. 2014

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

William M. Gardner
Secretary of State

21 August, 2014

Certificate of Authority/Vote

This Certificate of Authority/Vote confirms that the President of ExeVision, Robert W. Millet, is authorized in the company charter to sign contracts for the Company. Robert W. Millet has been President of ExeVision since 1 April, 1994 and is still President as of this day.

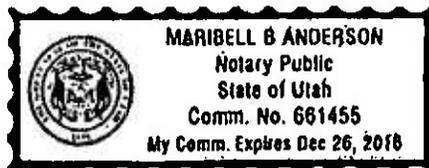
ExeVision Authorized Representative:

Printed Name and Title: Floyd W. Millet, Vice President, ExeVision, Inc. Date: 8/21/14

Signature: 

Name and Title of Notary: Maribell Anderson Personal Banker

Signature:  Date: 8/21/2014



ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/10/2014
PRODUCER Phone: (801) 374-0395 Fax: (801) 377-2458 FOOTE INSURANCE AGENCY 305 NORTH 200 WEST PROVO UT 84601		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
		NAIC #
INSURED ExeVision, INC PO BOX 971134 OREM UT 84097		INSURER A: Travelers Property Casualty Co of Am. INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	ADDL. INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	ZPP-11N41804-14-15	07/30/14	07/30/15	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000
A		AUTOMOBILE LIABILITY	BA-6477R893-14-TEC	07/30/14	07/30/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY	ZUP-11N41889-14-15	07/30/14	07/30/15	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0378P09-2-14	10/07/14	10/07/16	<input type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTHER
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>If yes, describe under SPECIAL PROVISIONS below</small>				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
		OTHER:				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Transportation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Attention: DHerrlck@dot.state.nh.us	AUTHORIZED REPRESENTATIVE <i>Carol Dunlop</i> Carol Dunlop