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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

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

Bureau of Bridge Design
August 14, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **Sole Source** Agreement with Bridge Intelligence, LLC, DBA AssetIntel, North Brunswick, NJ, Vendor # 969368, for an amount not to exceed $1,085,200, for the purchase of cloud-based Bridge Inspection Management software, effective upon Governor and Council approval through September 30, 2029. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2025, and are contingent upon the availability and continued appropriation of funds in FY 2026 through FY 2029, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-96-96-962515-2944	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
SPR Planning Funds					
046-500464 Gen Consultants Non-Benefit	$318,900	$182,000	$188,300	$194,700	$201,300

EXPLANATION

NHDOT has a need to upgrade its bridge inspection management software to address cyber security concerns identified by the Department of Information Technology (DoIT) and streamline current data workflow for managing inspection data to meet new federal inspection collection and reporting requirements. This item is **sole source** as there are limited vendors who provide this highly specialized software for collecting and reporting federally compliant bridge inspection data that meet our needs. The sole-source purchase of the AssetIntel bridge management software will address these priorities, as outlined below:

- Provides a cloud-based solution that will fully addresses all DoIT's cybersecurity concerns associated with our current software.

- Provides an efficient data transfer process between the office and field environment for field inspections while reducing DoIT's interventions to resolve reoccurring issues.

- Provides an implementation solution for recently adopted and expanded federal bridge inspection requirements utilizing a user-friendly interface for field inspection data collection that will 1) reduce collection errors that could result in miscoding of bridge conditions, 2) increases collection efficiency by reducing collection time and maintaining bridge inspection schedules.

- Provides vital reporting tools that will help NHDOT meet quarterly and annual reporting requirements required by FHWA.

- Improves asset management for NHDOT and Municipal bridge owners by allowing inspection report data and inspection photo data to be fully integrated. Currently, these two data groups are not linked together with inspection photo data readily assessable only to NHDOT.

- Provides a multi-state and federal user base (10 other state DOTs and 4 other federal agencies or major cities) including Vermont Agency of Transportation (VAOT) for support and implementation of best practices.

The federal mandate to implement the new bridge inspection code begins in CY 2025. The purchase and implementation of this software will allow DOT to meet this mandate within the required timeframe.

AssetIntel has agreed to furnish all software licenses for their cloud-based bridge management software (including data transfer associated with the code change) for five (5) years for an amount not to exceed $1,085,200.

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

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,

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

August 14, 2024

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 Bridge Intelligence, LLC, as described below and referenced as DoIT No. 2025-012.

The purpose of this request is to continue to provide for the purchase of cloud-based Bridge Inspection Management software.

The Total Price Limitation shall be $1,085,200, effective upon Governor and Council approval through September 30, 2029.

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 #2025-012

cc: Charles Burns, IT Manager

STATE OF NEW HAMPSHIRE

Department of Transportation:

Bridge Inspection Management System:

Bridge Inspection Management System – 2025-012

Template V6.3 April 17, 2024

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1. CONTRACTOR CERTIFICATES 50

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation – Bureau of Bridge Design		1.2 State Agency Address 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483	
1.3 Contractor Name Bridge Intelligence, LLC DBA AssetIntel		1.4 Contractor Address 1215 Livingston Ave Suite 308 North Brunswick, NJ 08902, US	
1.5 Contractor Phone Number 844-513-6161	1.6 Account Unit and Class 04-96-96-962515-2944	1.7 Completion Date September 30, 2029	1.8 Price Limitation $1,085,200
1.9 Contracting Officer for State Agency Bill Saffian, P.E. Chief, Existing Bridge Section NHDOT, Bureau of Bridge Design		1.10 State Agency Telephone Number (603) 271-2731	
1.11 Contractor Signature H. Par Date: 8/14/2024		1.12 Name and Title of Contractor Signatory Hooman Parvardeh, CEO	
1.13 State Agency Signature Date: 8/15/24		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: On: 8/20/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: hp
Date 8/14/2024

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

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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

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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

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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.

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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:

3.4 The Term may be extended up to two (2), two (2) year periods, ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Price/Price Limitations/ Payment is updated with the following:

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 for the in the Contract.

A.4 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

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

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

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

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

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

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. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security

Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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

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

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

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

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

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

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

10.9 The State acknowledges and agrees that it is licensing AssetIntel's proprietary software and that AssetIntel is the owner of this software. The State further acknowledges and agrees that no custom software development will be provided during this project and no state funds will be used for that purpose under this agreement. All software provided, including any updates, enhancements, or modifications, remains the sole and exclusive property of AssetIntel. The State shall have no ownership rights, title, or interest in the software or any related intellectual

property. Notwithstanding the broad definition of 'Property,' all pre-existing intellectual property, software, tools, and methodologies used or developed by Contractor during the performance of this Agreement shall remain the exclusive property of Contractor. AssetIntel's Software License and Services Agreement is provided as Exhibit D.

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

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

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

27. FORCE MAJEURE

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

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

28. 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.

29. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. PROHIBITED TECHNOLOGIES

No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf

and

No equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/coveredlist

31. GOVERNMENT APPROVALS

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

32. ORDER OF PRECEDENCE

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

i. State of New Hampshire, Department of Transportation Contract Agreement Bridge Inspection System /2025-012 P-37 as amended by Exhibit A.

ii. State of New Hampshire, Department of Transportation Contract Exhibits in order of precedence:

a. Exhibits B and C;

b. Exhibit D (or D-1);

c. Exhibit E;

d. Exhibit F:

e. Exhibit G.

iii. Additional Contractor Provided Documents (Exhibit H).

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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

This contract engages AssetIntel as a Cloud software provider for NH DOT Bureau of Bridge Design to configure their software for use by NH DOT. This will be a five (5) year contract with possible two (2), two (2) year extensions. This contract includes, but not limited to, the following items:

- Provide license for InspectX (including Auto PDF Report Inspection File and Photo Saver Bundle, and FHWA Metrics (with Alerts)) and SNBIX software and IX Cloud including subsequent enhancements.
- Provide Service Units at the rate of three (3) in year one (1) and one (1) in each subsequent year.
- Provide all implementation services as required to include (but not limited to):
    - Data Migration – Migrate all data from existing system including but not limited to NH DOT specific "Red List Bridge" information.
    - Software Configuration – Configure system for NH DOT use. This will include only configuration, no custom coding.
    - System Integration – Provide automated integration to export all data from system to NH DOT data warehouse.
    - System/Report Configuration – Setup and configure reporting for NH DOT use.
    - Training – Provide end-user training for NH DOT personnel.
- User Acceptance Testing (UAT)
- Environment Setup
- Project Management

2. BUSINESS / TECHNICAL REQUIREMENTS

Please utilize the following instructions to complete Table B-2.1 Business Requirements and Table B-2.2 Technical Requirements.

Vendor Response Column:
Place "Yes" if the Solution can fully support ALL the functionality described in the row, without special customization. "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).
Otherwise, enter "No". "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:
(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met. If the Vendor believes that there is something about their Solution that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. (P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness. (O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

Delivery Method Column:
Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the current release of the proposed Solution.
Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)
Custom - Feature/Function can be provided with custom modifications. (Provide estimated hours and average billing rate or flat cost for the modification in the comment area.
Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:
For all Delivery Method responses vendor must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

B-2.1 Business Requirements

Table B-2.1 Business Requirements

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Implementation					
B1.1	Test & Production Environment Setup	M	Yes	Standard	
B1.2	Configuration of agency fields, inspection forms, workflows, etc.	M	Yes	Standard	As part of the implementation process
B1.3	Migration of historical data	M	Yes	Standard	As part of the implementation process
B1.4	Configure system for NH DOT use	M	Yes	Standard	As part of the implementation process
B1.5	Configure automated data transfer to NH DOT Data Warehouse	M	Yes	Standard	As part of the implementation process
B1.6	Provide data dictionary describing data fields and usage	M	No	Future	Will utilize Service Units
PDF Forms					
B2.1	Configure reports for NH DOT needs	M	Yes	Standard	As part of the implementation process
B2.2	Signature/PE Stamp can be added to reports	M	Yes	Standard	As part of the implementation process
B2.3	Attach other PDF files	M	Yes	Standard	
B2.4	Choose sub-reports to print	M	Yes	Standard	
.SNBI setup (background data conversion, fields and forms)					
B3.1	FHWA transition tool	M	Yes	Standard	
B3.2	SNBIX data conversion	M	Yes	Standard	

Training					
B4.1	Inspector	M	Yes	Standard	As part of the implementation process
B4.2	Office Staff	M	Yes	Standard	As part of the implementation process
B4.3	Technical	M	No	Custom	Can be provided as needed and Service Units can be utilized for it.
Field Data Collection					
B5.1	Offline data collection	M	Yes	Standard	
B5.2	Speech to text	M	Yes	Standard	
B5.3	Tablet camera	M	Yes	Standard	
B5.4	Validation & color-coding	M	Yes	Standard	
B5.5	SNBI Data Collection	M	Yes	Standard	
B.5.7	NHDOT Specific Data Collection	M	Yes	Standard	As part of the implementation process
Administration					
B6.1	Add/Edit/Archive Assets	M	Yes	Standard	
B6.2	Add new Data Field	M	Yes	Standard	Admin users can perform this.
B6.3	Generate annual FHWA NBI tape	M	Yes	Standard	
B6.4	Advanced Inspection Form Designer	M	Yes	Standard	Admin users can perform this.
B6.5	Configurable Inspection & Maintenance Workflow	M	Yes	Standard	Admin users can choose the workflow.
B6.6	User/Role/Group Management	M	Yes	Standard	Admin users can perform this.
B6.7	FHWA Metrics w/ Alerts	M	No	Future	Will be available in Q1 of 2025

B6.8	Daily download of data to NHDOT warehouse	M	Yes	Standard	Will be provided as daily CSV to NHDOT
B6.9	Load Rating data management/notifications	M	Yes	Standard	As part of the implementation process
Certification Section					
B7.1	Image upload for PE stamp, signature or initials to use on PDF reports	M	Yes	Standard	
B7.2	Management section to allow admins to track qualifications for all users	M	Yes	Standard	
B7.3	Ability to track initial/refresher training hours for all users (rolling 60-month) for various FHWA training requirements (Bridge Inspection, NSTM, Underwater, etc.)	M	Yes	Standard	
B7.4	Comply with the new NBIS requirements	M	Yes	Standard	
System					
B8.1	Software as a service	M	Yes	Standard	
B8.2	Configuration only, no customization	M	Yes	Standard	Based on the current scope of work, no customization is needed for this project.
B8.3	Migrate Existing data	M	Yes	Standard	As part of the implementation process

B-2.2 Technical Requirements

Table B-2.2 Technical Requirements

TECHNICAL REQUIREMENTS

State Requirements			Vendor		
Req. #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Prohibited Technologies					
	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf and No equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/coveredlist	M	Yes	Standard	
Security Compliance Requirements					
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations | CSRC (nist.gov)	M	No	Custom	We will provide a commercial cloud with SOC 2 Type 2 certification that satisfies numerous controls in NIST 800-171 R2 but not all of them. This same commercial cloud is utilized by ten other state DOTs throughout the country.

Hosted Platform					
T4.1	The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments. • AWS US East/West • AWS GOVCLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services	P	Yes	Standard	Azure Commercial cloud will be used as the hosting platform.

B-3 Activity, Deliverable, or Milestone

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables.

Table B-3 DELIVERABLES

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	DELIVERY DATE
	PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software	On NTP.
	INSTALLATION		
2	Provide Fully Tested Data Conversion Software	Software	On Go-live. 1/6/2025.
3	Provide access to hosted Software, Configured, and Operational to Satisfy State Requirements	Software	On Go-live. 1/6/2025.
	TESTING		
4	Conduct Integration Testing	Non-Software	As part of UAT – in December 2024
5	Conduct User Acceptance Testing	Non-Software	As part of UAT – in December 2024
6	Perform Production Tests	Non-Software	As part of UAT – in December 2024
7	Test In-Bound and Out-Bound Interfaces	Software	As part of UAT – in December 2024
8	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	As part of Soc 2 Type 2 Pen Testing. Estimated for October 2024.

B-2.3. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

State Requirements		
Req #	**Requirement Description**	**Criticality**
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M

SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency–The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available at a rate of 99.5% of each month, except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -14	For Class A Deficiencies, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Issue identified by. For all other type of Deficiencies, The Vendor shall take a log of the following: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) Deficiency resolution information.	P
SLA -15	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

2.1 Compliance Requirements
Not Applicable

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Software Deliverables Review and Acceptance
System/Software Testing and Acceptance shall be performed as described in Acceptance and Testing Services described herein.

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

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

5. CHANGE ORDER

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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

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

6. IMPLEMENTATION SERVICES

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

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

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

7. PROJECT MANAGEMENT

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

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

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

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

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

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

Hooman Parvardeh
(407)430-5216
Hooman@assetintel.co

7.1.2. The Contractor's Project Manager

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

Kenny Tong
(515)299-0203
KTong@bridge-intel.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within two (2) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the

departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. The Contractors Additional Key Project Staff

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

Ayush Jain
Solution Architect

Suchita Kadge
Lead QA Engineer

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

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

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

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

Jennifer Reczek
(603) 271-3401
jennifer.e.reczek@dot.nh.gov

7.2.2. The State Project Manager

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

William Saffian
(603) 271-7415
william.p.saffian@dot.nh.gov

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

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

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within seven (7) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

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

Task	Duration (days)	Start	End
Kick-Off-Meeting	1	9/1/2024	9/2/2024
Test System Setup	10	9/2/2024	9/16/2024
Test System Initial Configuration	10	9/16/2024	9/30/2024
Data Migration - 1st round	30	9/2/2024	10/14/2024
Inspection forms and workflows	14	10/14/2024	11/1/2024
Inspection PDF report	14	10/14/2024	11/1/2024
Integration with Data Warehouse	14	10/14/2024	11/1/2024
SNBIX Setup	17	10/14/2024	11/6/2024
User Acceptance Testing	30	11/6/2024	12/18/2024
Training - Inspectors	2	12/18/2024	12/20/2024
Final Data Migration (Blackout)	10	12/20/2024	1/3/2025
Go-Live (Begin collecting inspection data)	1	1/3/2025	1/6/2025

9. ACCEPTANCE & TESTING SERVICES

As part of the User Acceptance Testing (UAT) phase during implementation, the Contractor shall collaborate closely with the State to rigorously test the system and confirm it meets all required specifications. The State will assign two dedicated individuals to perform a variety of tests to ensure the system is fully prepared for go-live. These tests will include, but are not limited to, web and app functionality testing, data migration QA/QC, validation of data collection form completeness and readiness, testing of the inspection review and approval process, inspection scheduling functionality, and verification of inspection PDF outputs.

All issues identified by the State shall be documented in an electronic log that is accessible to both the State and the Contractor. The Contractor shall actively address these issues, providing continuous updates to the log to ensure transparency and progress tracking.

Upon the completion of the UAT, the system shall be ready for final data migration and the go-live phase.

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

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

10.2 System Support

a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
c. **Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty four (24) business hours of a request;
d. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty four (24) hours of notification of planned corrective action.

10.3 Support Obligations

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

For all maintenance Services calls, the Contractor shall ensure enough acceptable information is provided to NHDOT.

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

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

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

10.4 Contract Warranties and Representations

10.4.1. System

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

10.4.2. Software

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

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

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

c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

10.4.3. Compatibility

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

10.4.4. Services

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

11. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of

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

11.2 Security Incident Or Data Breach

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

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

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

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

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

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

c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

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

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

12. SOFTWARE AGREEMENT

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

13. ADMINISTRATIVE SERVICES

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

14. TRAINING

The Contractor shall provide the following Training Services:

Training	Type	Duration
Inspector	Virtual session	1 Day
Back Office	Virtual session	1 Days

15. MERCHANT CARD SERVICES

Not Applicable.

16. TERMS AND DEFINTIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be lump sum and 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.

Annual Subscription: The cost summary shown in Section 10.1.1 below includes coverage for 3,860 bridge assets. $150 will be added for every 10 additional bridge assets for each FY.

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

Annual Subscription fee will be invoiced upon client login access provided and annually thereafter. Invoicing of the Implementation cost may be done at the fifty percent (50%) and one hundred percent (100%) completion levels or only at the one hundred percent (100%) completion level. These are expected to occur at three (3) months and six (6) months after notice to proceed respectively.

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

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Transportation
William Saffian, Chief of Existing Bridge Section
PO Box 483
Concord NH 03302-0483
william.p.saffian@dot.nh.gov

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

No Applicable

10. PAYMENT SCHEDULE

10.1 Contract Type

This is a Not to Exceed Contract paid as lump sum. 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.

10.1.1. Cost Summary

STATE OF NEW HAMPSHIRE

Department of Transportation

2025-012 - Bridge Inspection System

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Description	FY25	FY26	FY27	FY28	FY29	Contract Total
IX License	$91,500	$91,500	$91,500	$91,500	$91,500	**$457,500**
IX Cloud	$31,500	$36,500	$41,500	$46,500	$51,500	**$207,500**
SNBIX	$10,000	$10,000	$10,000	$10,000	$10,000	**$50,000**
Service Units	$35,400	$13,000	$14,300	$15,700	$17,300	**$95,700**
Auto PDF	$6,000	$6,000	$6,000	$6,000	$6,000	**$30,000**
FHWA Metrics	$12,500	$25,000	$25,000	$25,000	$25,000	**$207,500**
Implementation	$132,000	$0	$0	$0	$0	**$132,000**
FY Total	$318,900	$182,000	$188,300	$194,700	$201,300	
TOTAL CONTRACT						**$1,085,200**

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Contractor Initials: hp
Date: 8/14/24

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

This Software License and Services Agreement (this "Agreement") is made and entered into as of Effective Date in the General Provisions of the Agreement by and between the New Hampshire Department of Transportation (NH DOT) – Bureau of Bridge Design ("Customer") and Bridge Intelligence LLC, doing business as (DBA) "AssetIntel," ("AssetIntel"). Customer and AssetIntel collectively are referred to as "Parties".

This Agreement sets forth the terms and conditions governing transactions between Customer and AssetIntel under which Customer acquires annual licenses of inspectX and SNBIX, AssetIntel proprietary software along with services required to make modifications to the software configuration based on Customer's need as described in EXHIBIT B – Statement of Work (SOW).

1. Definitions.

"Defect" means any verifiable and reproducible error, flaw, failure or fault in the Software that causes the Software to produce an incorrect or unexpected result, or to behave in unintended ways.

"Defect Correction" is a modification that corrects a Defect.

"Documentation" means default or custom developed user manuals, whether in printed or electronic form, which describe the operation, functionality and, use of the Software that AssetIntel provides to licensees of the Software.

"Go-Live Date" means the starting date on which Customer uses the Software in production environment.

"Maintenance Services" means AssetIntel's standard maintenance services for the Software.

"Technical Services" means consulting, development work, software customization, training and training documents, and other technical services provided by AssetIntel to Customer as described in Statements of Work entered by the parties.

"Schedules" contain details confirming each order by Customer of Software or Services, including applicable pricing. Each Schedule incorporates this Agreement by reference.

"Services" means both Technical Services and Maintenance Services.

"Software" means the applicable vendor hosted version of AssetIntel's licensed software as specified in EXHIBIT B – Statement of Work (SOW).

"Specified Operating Environment" means the hardware and software with which the Software is designed to operate, as described in the Documentation for the Software.

"Statement of Work" means the documents that describe the Technical Services provided by AssetIntel to Customer.

"Update" means an improvement, extension, modification, or a new release to the Software (other than a Defect Correction). An Update is either a Baseline Update or a Customer-Specific Update.

- **"Baseline Update"** is an Update that AssetIntel elects to incorporate into and make a part of the

general design of the Software for use by all AssetIntel's customers who are licensees of the Software.

- **"Customer-Specific Update"** is an Update that is developed under a Statement of Work or other consulting engagement to address a specific Customer request. A Customer-Specific Update may be incorporated into the general design of the Software if AssetIntel determines that the Update is generally applicable, but AssetIntel is not obligated to do so.

2. **License Grant and Rights of Use.**

The Software is licensed, not sold. This Agreement gives Customer specified rights to use the Software. AssetIntel reserves all other rights.

a. **License.** Subject to the terms and conditions of this Agreement, AssetIntel grants to Customer, as of the Effective Date, a non-exclusive, non-transferable, non-sublicensable license to use the Software together with the Documentation for Customer's own internal business purposes in accordance with applicable laws to collect and store data of the Customer. The authorization is to use the Software for assets inspected by Customer and for which Customer has paid applicable license fees. Customer will not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Software. Customer agrees to notify AssetIntel immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the use of this license.

b. **Scope of Use by Third Parties.** The license granted under this Agreement includes the right for Customer to permit its contractors and service providers to use the Software on Customer's behalf in the course, and solely for the purpose, of performing services for Customer to accomplish Customer's internal business purposes, provided that any such contractors are bound in writing to obligations of confidentiality at least as protective of the Software as those set forth in this Agreement. Customer will be liable for all actions of its employees, contractors, and service providers, and any failure to comply with this Agreement.

c. **Limitations.** Customer will not: (i) transfer the Software, (ii) use the Software (or permit its use) in the operation of a service bureau or to process records or generate output data for the benefit of or for purposes of rendering services to any third party, or (iii) except as permitted under Section 3.b ("Scope of Use by Third Parties"), permit any third parties to use the Software. In addition, Customer will not modify, translate, decompile, disassemble, reverse engineer, or distribute the Software in any form or by any means, except and only to the extent that applicable law expressly permits, despite this limitation.

d. **No Other License.** All rights, title, and interest in and to the Software, and Services, including all intellectual property and proprietary rights in connection with the Software, and Services, are and will remain with AssetIntel. Except as expressly set forth in this Agreement, no rights or implied licenses in such intellectual property are granted to Customer by this Agreement.

e. **Delivery of the Software.** For each order of Software or Services accepted by AssetIntel, AssetIntel will provide Customer with a Schedule confirming the specific details of the order. All distributions of Software ordered by Customer will be available through the AssetIntel's Microsoft Azure Cloud Hosting used by AssetIntel for the Customer.

3. **Technical Services**

a. **Statement of Work.** The Statement of Work is included in the main Agreement EXHIBIT B –

Statement of Work (SOW).

4. Warranty Disclaimer

a. Warranty Exclusions, and Conditions and Limitations of Services. AssetIntel's obligations to render warranty services and Maintenance Services for the Software are subject to the following conditions and limitations:

i. Errors and Problems in the Use of the Software. AssetIntel has no obligations or responsibilities of any kind with respect to: (A) problems which are not caused by defects in the Software, (B) problems caused by the failure to implement and operate the Software in the Specified Operating Environment in accordance with the applicable Documentation and any other written instructions supplied by AssetIntel, (C) problems resulting from the failure to let AssetIntel implement solutions, Updates, and Defect Corrections to the Software without a mutually agreed solution, (D) problems in the use or functioning of the Software caused by any hardware or software product (other than the Software) but not including problems which are the result of incompatibility of the Software with such hardware or software if the Software was designed to work with such hardware or software as specified in the Documentation, (E) use of the Software inconsistent with the Documentation, or (F) any modifications or other alterations of the Software by any person or entity other than AssetIntel.

5. Confidentiality; Proprietary Rights

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of AssetIntel includes non-public information regarding documents, features, functionality and performance of the Software. Proprietary Information of Customer includes non-public data provided by Customer to AssetIntel to enable the provision of the Software and Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Software, Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that (a) is or becomes generally available to the public, or (b) was in its possession or known by prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. AssetIntel shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

6. Limitation of Liability

Notwithstanding anything to the contrary, except for bodily injury of a person, AssetIntel and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this

agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond company's reasonable control.

7. **General Provisions.**

a. **Suggestions.** Customer may from time to time provide suggestions, comments or other feedback ("Feedback") to AssetIntel with respect to the Software. AssetIntel is free to use the Feedback for any purpose, without obligation.

b. **No Waiver; Severability.** Any failure or delay by a party in exercising its rights under this Agreement will not constitute a waiver of those rights. Except as otherwise set forth in this Agreement, remedies described in this Agreement are in addition to, and not exclusive of, any other remedies a party may have at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect.

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	**CONTRACTOR POINT OF CONTACT**	**STATE POINT OF CONTACT**	**CUMULATIVE ALLOTED TIME**
Primary	Hooman Parvardeh	William Saffian	5 Days
First	Kenny Tong	Jennifer Reczek	10 Days
Second	Ayush Jain	William Oldenburg	10 Days
Third	Khurram Malik	David Rodrigue	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.1.1. Computer Use

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

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

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

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

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

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

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

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

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

Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
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, 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 Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
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: *Business/Technical Requirements and Deliverables*. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

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

Remainder of this page intentionally left blank

CERTIFICATION REGARDING LOBBYING

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Contractor Signature: H. Par Date: 8/5/2024

CERTIFACTE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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

Contractor Signature: H. Pa Date: 8/5/2024

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 BRIDGE INTELLIGENCE LLC is a Wyoming Limited Liability Company registered to transact business in New Hampshire on August 07, 2024. 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: **969368**

Certificate Number : **0006752075**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **7th** day of **August** A.D. **2024.**

David M. Scanlan

Secretary of State

ASSETINTEL

Certificate of Vote

I, Hooman Parvardeh, the CEO of Bridge Intelligence LLC DBA AssetIntel, a Limited Liability Company duly organized under the laws of the State of New Hampshire, hereby certify that the following is a true and correct copy of a resolution duly adopted by me as the sole member of the LLC:

"**RESOLVED**, that Bridge Intelligence LLC DBA AssetIntel is hereby authorized to enter into a contract with the New Hampshire Department of Transportation (NHDOT) for providing transportation asset management software solutions, and that Hooman Parvardeh, CEO of the LLC, is authorized to execute and deliver any and all documents necessary to effectuate the transaction."

This resolution has not been amended or rescinded and remains in full force and effect as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of August, 2024.

H. Par

Hooman Parvardeh
CEO
Bridge Intelligence LLC DBA AssetIntel

844-513-6161
5341 Maxon Ter
Sanford, FL, 32771
info@assetintel.co

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2024

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
TechInsurance, Division of Specialty Program Group LLC
203 N. LaSalle St., 20th Floor, Chicago, IL 60601

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 312-690-4123
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Twin City Fire Insurance Company	29459
INSURER B: Hartford Fire Insurance Company	19682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bridge Intelligence, LLC
1215 Livingston Ave Ste 308 , North Brunswick, NJ, 08902

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	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC OTHER:			46SBAAE3718	5/14/2024	5/14/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability (Errors and Omissions)			48 TE 0327769-24	2/21/2024	2/21/2025	Occurrence/Aggregate	$2,000,000 / $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire, D.O.T.
P.O.Box 483, 7 Hazen Drive Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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