



18 - 6/17/26

The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Traffic
May 29, 2026

Requested Action

Authorize the Bureau of Traffic to enter into a contract with Midwestern Software Solutions, LLC of Ann Arbor, Michigan, in an amount not to exceed \$1,533,075, for the provision, implementation, and ongoing support of a comprehensive IT solution as specified in RFP DOIT-2025-036, effective on July 1, 2026 through June 30, 2031. This contract is the result of a competitive procurement process for support, maintenance, and hosting of the Department’s Traffic Database Management System (System). **100% Federal Funds.**

Funding is anticipated to be available in Fiscal Years 2027, 2028, 2029, 2030 and 2031, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years, if needed and justified.

The total contract amount is \$1,553,075, which will be funded through 2031. Funding for each fiscal year is anticipated as follows:

04-096-096-963515-3054 Consolidated Federal	FY2027	FY2028	FY2029	FY2030	FY2031
038-509038 Technology Software	\$403,536	\$262,720	\$275,402	\$288,718	\$302,699

The contract term is from July 1, 2026 through June 30, 2031, with any extensions subject to further approval as required.

Explanation

This request is to establish a contract for the acquisition of a comprehensive information technology solution, including all associated services, deliverables, and support as required under RFP DOIT-2025-036. The TDMS is an effective tool to complete Federally mandated reporting requirements, specifically the Highway Performance Monitoring System (HPMS) and Traffic Monitoring Analysis Systems (TMAS) reporting, as required per 23 USC 315, 23 CFR 1.5 (Information Furnished by State Highway Departments), and 23 CFR 420 (Planning and Research Program Administration), which support the FHWA’s responsibilities (and by extension, NHDOT’s responsibilities) to the US Congress and to the public in administering the Federal-aid highway program. This tool is also used in developing and forecasting traffic volumes in support of Department projects and provides web-based tools which enable the public to access traffic count information.

The Department of Transportation issued RFP DOIT-2025-036 on December 17, 2024, seeking proposals from qualified vendors to provide a complete solution to meet the State’s operational and technical requirements. The RFP was publicly posted in accordance with State procurement requirements.

A total of one proposal was received in response to this solicitation. An evaluation committee reviewed and scored the proposal based on the criteria outlined in the RFP, including technical approach, vendor experience, cost, and overall value to the State.

Based on the results of the evaluation process, Midwestern Software Solutions, LLC was selected as the highest-scoring vendor and determined to provide the overall value to the State. The selected vendor demonstrated the ability to meet all mandatory requirements and deliver a comprehensive, cost-effective solution.

The scope of work under this contract includes, but is not limited to:

- Provision of all required system components
- System implementation and configuration
- Integration with existing State systems
- Project management and support services
- Ongoing maintenance and technical support
- Annual in-person training day

This contract will support the State's ongoing efforts to enhance operational efficiency, improve service delivery, and ensure the reliability and security of its technology infrastructure.

This Agreement has been reviewed and approved by the Office of the Attorney General for form and execution. The Department will verify the necessary funds are available in the Fiscal Year 2027, 2028, 2029, 2030 and 2031 budgets. Copies of the full executed lease agreement have been provided to the Secretary of State's Office and Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Agreement will be on file with the Department of Transportation.

Your approval of this agreement is respectfully requested.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Rodrigue', with a long horizontal flourish extending to the right.

David Rodrigue, P.E.
Commissioner

Attachments

Bid Description Transportation Data Management System

Agency DOT

Proposal # DoIT # 2025-036

RFP Release Date 12/17/24

RFP Due Date 5/15/25

Bidder	Bid Per FY 2027	Bid Per FY 2028	Bid Per FY 2029	Bid Per FY 2030	Bid Per FY 2031	Bid Total
Midwestern Software Solutions	\$403,536	\$262,720	\$275,402	\$288,718	\$302,699	\$1,553,075



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 28, 2026

David Rodrigue, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03301

Dear Commissioner Rodrigue:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Midwestern Software Solutions, LLC, as described below and referenced as DoIT No. 2025-036.

The purpose of this request is for the provision, implementation, and ongoing support of a comprehensive IT solution for a Traffic Data Management System.

The Total Price Limitation shall be \$1,533,075, effective upon Governor and Council approval from July 1, 2026 through June 30, 2031.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Denis Goulet

DG/jd
DoIT #2025-036

cc: Christopher Magri, IT Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 - TRAFFIC DATA MANAGEMENT SYSTEM (TDMS)
AGREEMENT



State of New Hampshire

Department of Transportation
Traffic Data Management System (TDMS)
NHDOT – DoIT #2025-036

Version 7.0 2/2025

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Contractor Initials:

Date: 5/29/2026

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President and CEO

**STATE OF NEW HAMPSHIRE
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DoIT #2025-036 - TRAFFIC DATA MANAGEMENT SYSTEM (TDMS)
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**STATE OF NEW HAMPSHIRE
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FORM NUMBER P-37 (VERSION 2/23/2023)

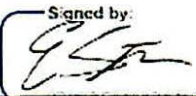

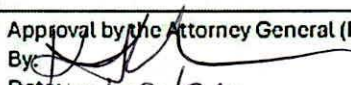
NOTICE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Traffic		1.2. State Agency Address PO Box 483, 7 Hazen Drive, Concord NH 03302-0483	
1.3. Contractor Name Midwestern Software Solutions, LLC		1.4. Contractor Address 5200 S. State Road, Suite 100, Ann Arbor, MI 48108	
1.5. Contractor Phone Number 734-389-7000	1.6. Account Unit and Class 04-096-096-963515-3054-038-509038	1.7. Completion Date 6/30/2031	1.8. Price Limitation \$1,533,075
1.9. Contracting Officer for State Tobey Reynolds		1.10. State Agency Telephone Number 603-271-3734	
1.11. Contractor Signature Date: 5/29/2026 <div style="float: right; text-align: center;"> Signed by:  </div>		1.12. Name and Title of Contractor Signatory Eric Stangel President and CEO	
1.13. State Agency Signature Date: 5/29/2026 <div style="float: right; text-align: center;">  </div>		1.14. Name and Title of State Agency Signatory David Rodrigue, P.E.	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Date:			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Date: 5/29/2026			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: G&C meeting date:			

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 Contractor Initials: Initial
ES President and CEO
 Date: 5/29/2026

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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.

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

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

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

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

6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental

disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL

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

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

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8. EVENT OF DEFAULT/REMEDIES

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

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

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

- 8.2.1. give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

9. TERMINATION

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE

10.1. As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not

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limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

11. CONTRACTOR'S RELATION TO THE STATE

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

12. ASSIGNMENT/DELEGATION/ SUBCONTRACTS

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

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

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

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

13. INDEMNIFICATION

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

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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

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

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

15. WORKERS' COMPENSATION

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

15.2. To the extent the Contractor is subject to the requirements of NH RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in NH RSA chapter 281-A and any applicable renewal(s) thereof, which

15.3. 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

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amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM

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

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

20. CONFLICTING TERMS

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

21. THIRD PARTIES

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

22. HEADINGS

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify,

amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS

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

24. FURTHER ASSURANCES

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

25. SEVERABILITY

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

26. ENTIRE AGREEMENT

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

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EXHIBIT A – SPECIAL PROVISIONS**

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.4 The Term may be extended twice, each extension for up to two (2) year terms for a total potential extension of four (4) years, (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

2. **Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

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

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

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

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EXHIBIT A – SPECIAL PROVISIONS**

recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

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

3. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.1 For clarification, Property does not include Contractor’s SaaS software that will be used for performance of this Agreement.

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

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Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

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

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

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

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

5. Provision 14, Insurance

14.1.2 remove the following: 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.

6. 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.

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28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.

28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

28.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

29. EXHIBITS/ATTACHMENTS

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

30. NON-EXCLUSIVE CONTRACT

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

31. PROHIBITED TECHNOLOGIES

- a. No equipment or services on the [State of New Hampshire's Prohibited Technologies List](#); and
- b. No equipment or services on the [FCC Covered List](#).

32. ORDER OF PRECEDENCE

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

- I. State of New Hampshire, Department of Transportation Contract Agreement DoIT #2025-036 P-37 as amended by Exhibit A.
- II. State of New Hampshire, Department of Transportation Contract Exhibits in order of precedence:
 - a. Exhibit B.
 - b. Exhibit C.
 - c. Exhibit D (or D-1).
 - d. Exhibit E.
 - e. Exhibit F.

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- f. Exhibit G.
- III. State of New Hampshire, Department of Transportation DOIT RFP#2025-036 Transportation Data Management System (TDMS).
- IV. Vendor Proposal Response to State of New Hampshire, Department of Transportation DoIT RFP#2025-036 Transportation Data Management System (TDMS) dated 5/15/2025
- V. Additional Contractor Provided Documents (Exhibit H).

33. NHDOT PARTNERS

The pricing covers State of New Hampshire, Department of Transportation, and all New Hampshire Regional Planning Commissions, and any other future partners for the collection of traffic counts.

34. TRAINING FOR NEW MODULES

The pricing for initial deployment training covers the new modules being deployed. Based on the Department's needs at the time when/if this line item is requested, the plan could be developed to tailor the training to our needs including touching on some of the existing modules either as a refresher or for newer employees if less detail is needed on the initial deployment of new modules.

35. MANDATORY REQUIREMENTS

Mandatory requirements will be provided based on the cost proposal, all Expected requirements that can be provided will be provided based on the cost proposal, and all Optional requirements that currently are available or become available in the future during the life of the contract will be provided based on the cost proposal.

36. OPTIONAL IN-PERSON TRAINING

This contract includes one optional in-person training day per year.

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

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

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

1. STATEMENT OF WORK

The NHDOT intends, through this Contract, to procure a Traffic Data Management System (TDMS) that at a minimum meets the requirements of a traffic monitoring system (TMS) as defined by the Federal Highway Administration (FHWA) in their 2022 Traffic Monitoring Guide (TMG). The TDMS Proposed Solution shall encompass traffic volume, vehicle classification, traffic speed, and vehicle weight data. The traffic data that is collected by NHDOT shall be stored, queried, reported, and accessible through the Proposed Solution.

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1. Business Requirements

Table B-2.1 Business Requirements

2.2. Technical Requirements

Table B-2.2 Technical Requirements

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

Contractor agrees to the following Service Level Requirements

Criticality (M = Mandatory; P = Preferred).

Requirement #	Requirement Description	Criticality
SLA-1	Contractor’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	Contractor 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	Contractor 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 Contractor 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 Contractor technical support staff between the hours of 8:30 AM to 5:00 PM, Monday through Friday EST.	M

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SLA-6	<p>Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> • Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service. • Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service. • 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	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> • Class A Deficiency – 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 onsite or with remote diagnostic Services, within four (4) business hours of a request; • Class B & C Deficiency – The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; Contractor 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 twenty-four (24) hours a day, 7 days a week 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 Contractor is unable to meet the uptime requirement, Contractor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of	M

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	Days Contract Item Not Provided. The State must request this credit in writing.	
SLA-11	Contractor 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	Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA-14	Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA-15	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.	M
SLA-16	For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained: 1. Nature of the Deficiency. 2. Status of the Deficiency. 3. Action plans, dates, and times. 4. Expected and actual completion time. 5. Deficiency resolution information. 6. Resolved by. 7. Identifying number i.e., work order number. 8. Issue identified by.	P
SLA-17	Contractor 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. 3. Identification of repeat calls or repeat Software problems.	P
SLA-18	The System shall be 100% available on the 24th and 25th day of each month to allow NHDOT to meet their federal requirement to submit HPMS data to FHWA.	M
SLA-19	Adequate performance is defined as software availability to all registered users at a minimum of 99.99% of the time on a monthly basis, exclusive of a regularly scheduled maintenance window.	M
SLA-20	Adequate performance for the Public facing access is defined as software availability a minimum of 99.9% of the time on a monthly basis, exclusive of a scheduled maintenance window.	M

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	Downtime of the internet service provider (ISP) shall not be excluded from the availability requirement.	
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2.4. Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

3. ACTIVITY, DELIVERABLE, AND MILESTONE

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Table E-1.1 ACTIVITIES/DELIVERABLES/MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	2 weeks from award	\$ 1,776.00
2	Work Plan	Written	4 weeks from award	\$ 888.00
3	Risk Matrix	Written	4 weeks from award	\$ 888.00
4	Project Status Reports (Monthly)	Written	During project	\$ 1,776.00
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	4 weeks from award	\$ 888.00
6	Security and Cybersecurity Plan	Written	4 weeks from award	\$ 888.00
7	Project Communications Plan	Written	2 weeks from award	\$ 222.00
8	Change Management Plan	Written	2 weeks from award	\$ 222.00
9	Software Configuration Plan	Written	6 weeks from award	\$ 444.00
10	Systems Interface Plan and Design/Capability	Written	6 weeks from award	\$ 444.00
11	User Interface Mock-ups (Office, Partner, Public)	Non-Software	6 weeks from award	\$ 888.00
12	Testing Plan	Written	8 weeks from award	\$ 888.00
13	Data Storage and Archive Plan	Written	4 weeks from award	\$ 222.00
14	Data Migration and Cutover Plan	Written	N/A	\$ -
15	Deployment Plan and Schedule	Written	8 weeks from award	\$ 888.00
16	Quality Management Plan	Written	8 weeks from award	\$ 888.00
17	Comprehensive Training Plan with Deployment Training Curriculum	Written	10 weeks from award	\$ 888.00
18	End User Support Plan	Written	4 weeks from award	\$ 222.00
19	Business Continuity Plan	Written	2 weeks from award	\$ 222.00
20	Documentation of Operational Procedures	Written	4 weeks from award	\$ 222.00
INSTALLATION				
21	Provide Software Licenses if needed	Non-Software	2 weeks from award	\$ -
22	Provide Fully Tested Data Conversion Software	Software	N/A	\$ -
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	N/A	\$ -
TESTING				
24	Conduct Integration Testing	Non-Software	12 weeks from award	\$ 1,332.00
25	Perform Data Calculation and Validity Tests	Non-Software	12 weeks from award	\$ 1,332.00
26	Perform Production Tests	Non-Software	During project	\$ 888.00
27	Test Public User Interface	Non-Software	During project	\$ 888.00
28	Test Partner User Interface	Non-Software	During project	\$ 888.00
29	Test Office User Interface	Non-Software	During project	\$ 888.00
30	Conduct System Performance (Load/Stress) Testing	Non-Software	During project	\$ 888.00
31	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	During project	\$ 1,776.00
32	Conduct User Acceptance Testing	Non-Software	12 weeks from award	\$ 1,332.00
SYSTEM DEPLOYMENT				
33	Migrated Data Loaded into Production Environment	Software	N/A	\$ -
34	Provide Tools for Backup and Recovery of all Applications and Data	Software	During project	\$ -
35	Conduct Initial Deployment Training	Non-Software	During project	\$ 25,312.00
36	Cutover to New Software	Non-Software	N/A	\$ -
37	Provide Documentation	Written	During project	\$ 888.00
38	Execute Security and Cybersecurity Plan	Non-Software	4 weeks from award	\$ 888.00
OPERATIONS				
39	Ongoing Hosting Support	Non-Software	During project	\$ -
40	Ongoing Support & Maintenance	Software	During project	\$ -
41	Conduct Project Exit Meeting	Non-Software	At system acceptance	\$ 888.00
SUBTOTAL: ACTIVITIES, DELIVERABLES AND MILESTONES				\$ 51,952.00

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4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1. Non-Software and Written Deliverables Review and Acceptance

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

4.2. Software Deliverables Review and Acceptance

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

4.3. Number of Deliverables

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

4.4. Conditional and Unconditional Acceptance

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

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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. Until such time as that approval is given and funds are added to the contract, the Contractor is not obligated to perform any changed work that would cause it to exceed the Price Limitation.

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

7.1. Project Management Outline

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

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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.

7.2. The Contractor Key Project Staff

The Contractor's Contract Manager

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

Ben Chen
734-904-2663
bc@ms2soft.com

The Contractor's Project Manager

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

Christine Hamill
734-389-7000
cjh@ms2soft.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.

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

Change of Project Manager

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

The Contractors Additional Key Project Staff

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

Steve Wiggins
Senior Partner/Director of Information Technology
Jason Breault
Senior Partner/Director of Client Success

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

Termination for Lack of Project Management and Key Project Staff

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

7.3. The State Key Project Staff

The State Contract Manager

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

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Michael T. O’Donnell, P.E.
(603) 271-1581
Michael.T.ODonnell@dot.nh.gov

The State Project Manager

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

G. Stuart Thompson, P.E.
(603) 271-0390
Gordon.S.Thompson@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 thirty (30) 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.

WBS	Work Plan Items	Start	Finish
0	NHDOT DOT TDMS Implementation	Wed 7/1/26	Thu 1/14/27
1	Phase 1 – Planning and Project Management	Wed 7/1/26	Fri 9/25/26
1.1	Contract / Project Kick-off Meeting	Wed 7/1/26	Mon 7/20/26
1.1.1	Schedule kick-off meeting	Wed 7/1/26	Tue 7/7/26
1.1.2	Prepare kick-off meeting agenda / materials	Wed 7/1/26	Tue 7/14/26
1.1.3	Conduct Kick-off Meeting	Wed 7/15/26	Thu 7/16/26

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WBS	Work Plan Items	Start	Finish
1.1.4	Post materials / meeting minutes to project repository	Fri 7/17/26	Mon 7/20/26
1.2	Management and Tracking	Wed 7/1/26	Tue 9/22/26
1.2.1	Contract Award	Wed 7/1/26	Wed 7/1/26
1.2.2	Set up Basecamp site	Wed 7/1/26	Wed 7/1/26
1.2.3	Schedule recurring (weekly) project team meetings	Wed 7/1/26	Tue 9/22/26
1.2.4	Provide Project Status Reports (weekly)	Wed 7/1/26	Tue 9/22/26
1.2.5	Conduct Project Progress Review Meetings (weekly)	Wed 7/1/26	Tue 9/22/26
1.2.6	Project Quality Assurance Reviews	Wed 7/1/26	Tue 9/22/26
1.3	Project Management Plan	Wed 7/8/26	Wed 8/19/26
1.3.1	Develop Project Plans	Wed 7/8/26	Tue 8/4/26
1.3.2	Develop Draft Project Schedule	Fri 7/17/26	Thu 7/30/26
1.3.3	Deliver Project Management Plans and Draft Schedule to DOT	Wed 8/5/26	Wed 8/5/26
1.3.4	Review Project Management Plans / Draft Schedule and provide feedback	Thu 8/6/26	Wed 8/12/26
1.3.5	Finalize Project Schedule	Thu 8/13/26	Wed 8/19/26
1.4	Project Plans Accepted	Wed 8/19/26	Wed 8/19/26
1.5	Requirements and Gap Analysis	Tue 7/28/26	Thu 9/17/26
1.5.1	Gather detailed requirements and system configuration	Tue 7/28/26	Mon 8/10/26
1.5.2	Facilitate Requirements Analysis sessions	Tue 8/11/26	Mon 8/24/26
1.5.3	Develop Requirements Traceability Matrix (RTM)	Tue 8/25/26	Mon 8/31/26
1.5.4	Review RTM and provide feedback	Tue 9/1/26	Mon 9/7/26
1.5.5	Update Requirements Traceability Matrix (RTM) based on feedback	Tue 9/8/26	Mon 9/14/26
1.5.6	Provide final acceptance of Requirements Traceability Matrix	Tue 9/15/26	Thu 9/17/26
1.6	System Configuration	Tue 7/28/26	Fri 9/25/26
1.6.1	Enable TDMS Modules	Tue 7/28/26	Thu 7/30/26
1.6.2	Other system configurations	Fri 7/31/26	Thu 8/13/26
1.6.3	Establish access to DOT's Roads & Highways environment	Fri 7/31/26	Thu 8/20/26
1.6.4	Provide road network shapefile	Fri 9/18/26	Thu 9/24/26
1.6.5	Import road network shapefile	Fri 9/25/26	Fri 9/25/26
1.7	Enable TDMS Extensions	Thu 9/24/26	Thu 9/24/26
2	Phase 2 – Installation and Integration with Esri Roads and Highways	Fri 9/18/26	Thu 11/5/26
2.1	R&H Analysis and Design	Fri 9/18/26	Thu 10/15/26
2.1.1	Provide mapping of R&H Attributes	Fri 9/18/26	Thu 10/1/26
2.1.2	Assess R&H Attribute mapping	Fri 10/2/26	Thu 10/8/26
2.1.3	Determine R&H authentication method	Fri 10/9/26	Thu 10/15/26
2.2	R&H Development	Fri 10/16/26	Thu 11/5/26
2.2.1	Development of R&H Integration	Fri 10/16/26	Thu 10/29/26
2.2.2	Setup authentication with DOT environment	Fri 10/16/26	Thu 10/22/26
2.2.3	Release R&H Integration to Test environment	Fri 10/30/26	Thu 11/5/26
3	Project Phase 3 – Implementation Testing	Fri 10/16/26	Fri 1/1/27

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WBS	Work Plan Items	Start	Finish
3.1	Test Planning	Fri 10/16/26	Thu 10/29/26
3.1.1	Develop Test Management Plan	Fri 10/16/26	Thu 10/22/26
3.1.2	Develop Test Cases	Fri 10/23/26	Thu 10/29/26
3.2	System and Interface Testing	Fri 10/30/26	Mon 11/23/26
3.2.1	Validate system functionality and configurations	Fri 10/30/26	Thu 11/5/26
3.2.2	Resolve issues and update supporting documentation, if necessary	Tue 11/10/26	Mon 11/16/26
3.2.3	Retest and perform final system and regression testing	Tue 11/17/26	Mon 11/23/26
3.3	Integration Testing	Fri 11/6/26	Thu 12/3/26
3.3.1	Validate R&H integration	Fri 11/6/26	Thu 11/19/26
3.3.2	Resolve issues and update supporting documentation, if necessary	Tue 11/24/26	Mon 11/30/26
3.3.3	Retest and perform final integration testing	Tue 12/1/26	Thu 12/3/26
3.4	User Acceptance Testing	Fri 12/4/26	Tue 12/29/26
3.4.1	Prepare for Pre-UAT Training	Fri 12/4/26	Thu 12/10/26
3.4.2	Pre-UAT Training (train-the-tester)	Fri 12/11/26	Tue 12/15/26
3.4.3	Conduct User Acceptance Testing	Wed 12/16/26	Tue 12/29/26
3.5	All Testing Accepted	Mon 12/21/26	Fri 1/1/27
4	Phase 4 – Deployment (Training & Go-Live)	Thu 12/10/26	Thu 1/14/27
4.1	Conduct Deployment Training	Thu 12/10/26	Tue 12/29/26
4.1.1	Develop Training Materials for each learning event	Thu 12/10/26	Wed 12/16/26
4.1.2	Provide final acceptance on Training Materials	Thu 12/17/26	Mon 12/21/26
4.1.3	Schedule Train-the-Trainer sessions	Tue 12/22/26	Thu 12/24/26
4.1.4	Conduct Train-the-Trainer sessions	Fri 12/25/26	Tue 12/29/26
4.2	User Guides and System documentation	Wed 12/23/26	Wed 12/30/26
4.2.1	Update User Guides as needed	Wed 12/23/26	Thu 12/24/26
4.2.2	Review User Guide documents and provide feedback	Fri 12/25/26	Mon 12/28/26
4.2.3	Update User Guide documents, if necessary	Tue 12/29/26	Wed 12/30/26
4.3	Production Go Live	Wed 12/30/26	Thu 1/14/27
4.3.1	Deploy final items	Mon 1/4/27	Mon 1/4/27
4.3.2	Updates to project deliverables as needed	Tue 1/5/27	Mon 1/11/27
4.3.3	Final Acceptance of Deliverables	Tue 1/12/27	Thu 1/14/27
4.3.4	Go / No Go Review meeting for Production Go Live	Wed 12/30/26	Wed 12/30/26
4.4	Production Go Live	Thu 1/14/27	Thu 1/14/27
5	End Implementation: Begin Ongoing Hosting	Thu 1/14/27	Thu 1/14/27

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9. ACCEPTANCE & TESTING SERVICES

The Contractor shall perform multiple test types throughout the development of its TDMS software product as well as for any customizations required to meet the needs of the State. Both automated and manual testing shall be utilized in the validation process. When practical, automated unit tests will be created at the class and method level. These tests are used to ensure that the logic in the code is correct and remains correct throughout the workflow.

Once a component or module has been implemented with data loaded, User Acceptance Testing (UAT) can begin. This typically involves a user following a script to ensure that the primary workflow of a module is correct.

The Contractor's Project Manager and the State Project manager shall finalize the Acceptance & Testing Plan within thirty (30) days of the Effective Date.

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

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

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

- a. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
- b. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

10.3. Support Obligations

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

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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 the following information will be collected and maintained:

- a. nature of the Deficiency.
- b. status of the Deficiency.
- c. action plans, dates, and times.
- d. expected and actual completion time.
- e. Deficiency resolution information.
- f. resolved by.
- g. identifying number i.e. work order number.
- h. issue identified by.

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

- a. mean time between Reported Deficiencies with the Software.
- b. diagnosis of the root cause of the problem.
- c. identification of repeat calls or repeat Software problems.

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

10.4. Contract Warranties and Representations

System

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

Software

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

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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.

Compatibility

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

Services

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

11. DATA PROTECTION

11.1. Safeguards

Contractor's system shall not collect Personal Data, and these provisions are applicable only to the extent that the State identifies specific Personal Data and directs its collection in the future. Any such direction shall constitute a Change Order. 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.

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- 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.
- f. The Contractor’s obligation to bear such costs shall apply up to the limits of Contractor’s insurance.

11.2. Data Location

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

11.3. Security Incident or Data Breach

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

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

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

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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.

11.4. Breach Responsibilities

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

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

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

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

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

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

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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 Contractor 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 will provide user training as described in the Contractor’s proposal. In addition, the Contractor will provide NHDOT with one (1) in person training workshop per year.

The Contractor will create the initial Training Plan well in advance of User Acceptance Testing (UAT). The Training Plan will describe the training program the Contractor will provide to NHDOT as part of their expanded TDMS system project. It will address the requirements, strategy, and resources required to ensure NHDOT users’ competence with the software and new modules and extensions. The following is a summary of the training sessions:

Title	Description	Method	Duration	Participants
Independent User Review	Users can use on-line manuals & videos to review items	On-line	Varies	All roles
One Hour Sessions	Trainer led Sessions to cover one to three topics during session	Web	1 hr.	All user roles and/or as determined based on the training topic. (DOT staff)
One/Two Day Session- (A)	Trainer led session to cover main items in the TDMS	Class/ Conf Room	12 - 16 hrs.	Multiple Sessions for the different user roles within the DOT

Help guides will be available through links at the top of DOT’s TCDS web page. (nhdot.ms2soft.com). Each module will have a separate guide.

One Hour Sessions Description & Materials

The Contractor will provide multiple one-hour review and training sessions over the course of the project to NHDOT personnel. Typically, the first of these sessions will consist of a review of functions or workflows identified by NHDOT users as part of the Independent User Review above or use of the system. The agenda will be developed based on topics provided by NHDOT to the Contractor. These can be used for Train the Trainer or System Administrator.

- Agenda with suggested topics
- Presentation materials and/or exhibits as required

One/Two-Day Session Description & Materials

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This session covers the main functions of the expanded system. DOT user competence will be sufficient to complete all workflows to production quality levels after completing

- Agenda with topics and times
- Presentation materials and/or exhibits as required
- System Administrator Manual
- User Manual (if restricted version from Admin Manual is required)
- Scripts for technical support staff (if needed, typically not required)
- Configuration document (typically this is covered in the System Administrator Manual)

15. MERCHANT CARD SERVICES – SECTION REMOVED NOT APPLICABLE FOR THIS CONTRACT

16. TERMS AND DEFINITIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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**STATE OF NEW HAMPSHIRE
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

Invoices shall be sent to:

G. Stuart Thompson, P.E.
Traffic Research Engineer
NHDOT – Bureau of Traffic
18 Smokey Bear Blvd.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

Concord, NH 03302-0483
Tel: (603) 271-0390
Email: Gordon.S.Thompson@dot.nh.gov
Invoice cc: bureau54@dot.nh.gov

5. PAYMENTS

Payments shall be made via ACH. [Enroll with the State Treasury for ACH payments.](#)

6. OVERPAYMENTS TO THE CONTRACTOR

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

7. CREDITS

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

8. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License, Operations, Maintenance and Support fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

9. PAYMENT SCHEDULE

9.1. Contract Type

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

9.2. Activities / Deliverables / Milestones Pricing

Remainder of this page intentionally left blank.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

Table E-1.1 ACTIVITIES/DELIVERABLES/MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	2 weeks from award	\$ 1,776.00
2	Work Plan	Written	4 weeks from award	\$ 888.00
3	Risk Matrix	Written	4 weeks from award	\$ 888.00
4	Project Status Reports (Monthly)	Written	During project	\$ 1,776.00
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	4 weeks from award	\$ 888.00
6	Security and Cybersecurity Plan	Written	4 weeks from award	\$ 888.00
7	Project Communications Plan	Written	2 weeks from award	\$ 222.00
8	Change Management Plan	Written	2 weeks from award	\$ 222.00
9	Software Configuration Plan	Written	6 weeks from award	\$ 444.00
10	Systems Interface Plan and Design/Capability	Written	6 weeks from award	\$ 444.00
11	User Interface Mock-ups (Office, Partner, Public)	Non-Software	6 weeks from award	\$ 888.00
12	Testing Plan	Written	8 weeks from award	\$ 888.00
13	Data Storage and Archive Plan	Written	4 weeks from award	\$ 222.00
14	Data Migration and Cutover Plan	Written	N/A	\$ -
15	Deployment Plan and Schedule	Written	8 weeks from award	\$ 888.00
16	Quality Management Plan	Written	8 weeks from award	\$ 888.00
17	Comprehensive Training Plan with Deployment Training Curriculum	Written	10 weeks from award	\$ 888.00
18	End User Support Plan	Written	4 weeks from award	\$ 222.00
19	Business Continuity Plan	Written	2 weeks from award	\$ 222.00
20	Documentation of Operational Procedures	Written	4 weeks from award	\$ 222.00
INSTALLATION				
21	Provide Software Licenses if needed	Non-Software	2 weeks from award	\$ -
22	Provide Fully Tested Data Conversion Software	Software	N/A	\$ -
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	N/A	\$ -
TESTING				
24	Conduct Integration Testing	Non-Software	12 weeks from award	\$ 1,332.00
25	Perform Data Calculation and Validity Tests	Non-Software	12 weeks from award	\$ 1,332.00
26	Perform Production Tests	Non-Software	During project	\$ 888.00
27	Test Public User Interface	Non-Software	During project	\$ 888.00
28	Test Partner User Interface	Non-Software	During project	\$ 888.00
29	Test Office User Interface	Non-Software	During project	\$ 888.00
30	Conduct System Performance (Load/Stress) Testing	Non-Software	During project	\$ 888.00
31	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	During project	\$ 1,776.00
32	Conduct User Acceptance Testing	Non-Software	12 weeks from award	\$ 1,332.00
SYSTEM DEPLOYMENT				
33	Migrated Data Loaded into Production Environment	Software	N/A	\$ -
34	Provide Tools for Backup and Recovery of all Applications and Data	Software	During project	\$ -
35	Conduct Initial Deployment Training	Non-Software	During project	\$ 25,312.00
36	Cutover to New Software	Non-Software	N/A	\$ -
37	Provide Documentation	Written	During project	\$ 888.00
38	Execute Security and Cybersecurity Plan	Non-Software	4 weeks from award	\$ 888.00
OPERATIONS				
39	Ongoing Hosting Support	Non-Software	During project	\$ -
40	Ongoing Support & Maintenance	Software	During project	\$ -
41	Conduct Project Exit Meeting	Non-Software	At system acceptance	\$ 888.00
SUBTOTAL: ACTIVITIES, DELIVERABLES AND MILESTONES				\$ 51,952.00

Contractor Initials:

Initial
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Date: 5/29/2026

President and CEO

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

9.3. Hardware Pricing – SECTION REMOVED NOT APPLICABLE FOR THIS CONTRACT

9.4. Software License Pricing

Table E-1.3 SOFTWARE LICENSING PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL PRICE
1	Traffic Count Database System (TCDS)	Existing
2	Turning Movement Counts (TMC)	Existing
3	Autopolling (AP) - Up to 270 Devices	Existing
4	Event Response Dashboard (ERD)	\$ 8,000.00
5	Highway Performance Monitoring System (HPMS)	Existing
6	Traffic Viewer (TV)	Free
7	Count Scheduler (CS)	\$ 8,000.00
8	Field Tool (FT)	\$ 8,000.00
9	Nonmotorized Database System (NMDS)	\$ 16,000.00
10	Publication Database (PD)	\$ 8,000.00
11	Roads & Highways (R&H)	\$ 16,000.00
SUBTOTAL: SOFTWARE LICENSE PRICING		\$ 64,000.00

9.5. Software Operations, Maintenance and Support Pricing

Table E-1.4 SOFTWARE OPERATIONS, MAINTENANCE AND SUPPORT PRICING WORKSHEET					
	SOFTWARE NAME	YEARS 1 AND 2	YEAR 3	YEAR 4	YEAR 5
1	Traffic Count Database System (TCDS)	\$ 62,050.00	\$ 32,576.00	\$ 34,205.00	\$ 35,915.00
2	Turning Movement Counts (TMC)	\$ 31,025.00	\$ 16,288.00	\$ 17,102.00	\$ 17,957.00
3	Autopolling (AP) - Up to 270 Devices	\$ 126,240.00	\$ 66,276.00	\$ 69,590.00	\$ 73,070.00
4	Event Response Dashboard (ERD)	\$ 18,936.00	\$ 9,941.00	\$ 10,438.00	\$ 10,960.00
5	Highway Performance Monitoring System (HPMS)	\$ 31,025.00	\$ 16,288.00	\$ 17,102.00	\$ 17,957.00
6	Traffic Viewer (TV)	\$ -	\$ -	\$ -	\$ -
7	Count Scheduler (CS)	\$ 24,820.00	\$ 13,031.00	\$ 13,683.00	\$ 14,367.00
8	Field Tool (FT)	\$ 24,820.00	\$ 13,031.00	\$ 13,683.00	\$ 14,367.00
9	Nonmotorized Database System (NMDS)	\$ 31,025.00	\$ 16,288.00	\$ 17,102.00	\$ 17,957.00
10	Publication Database (PD)	\$ 24,820.00	\$ 13,031.00	\$ 13,683.00	\$ 14,367.00
11	Roads & Highways (R&H)	\$ 31,025.00	\$ 16,288.00	\$ 17,102.00	\$ 17,957.00
SUBTOTALS		\$ 405,786.00	\$ 213,038.00	\$ 223,690.00	\$ 234,874.00
SUBTOTAL: SOFTWARE OPERATIONS, MAINTENANCE AND SUPPORT PRICING					

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

9.6. Hosting Pricing

Table E-1.5 HOSTING DETAIL PRICING WORKSHEET					
	HOSTING SERVICE DESCRIPTION	YEARS 1 AND 2	YEAR 3	YEAR 4	YEAR 5
1	Traffic Count Database System (TCDS)	\$ 15,513.00	\$ 8,144.00	\$ 8,551.00	\$ 8,979.00
2	Turning Movement Counts (TMC)	\$ 7,756.00	\$ 4,072.00	\$ 4,276.00	\$ 4,490.00
3	Autopolling (AP) - Up to 270 Devices	\$ 31,560.00	\$ 16,569.00	\$ 17,397.00	\$ 18,267.00
4	Event Response Dashboard (ERD)	\$ 4,734.00	\$ 2,485.00	\$ 2,609.00	\$ 2,739.00
5	Highway Performance Monitoring System (HPMS)	\$ 7,756.00	\$ 4,072.00	\$ 4,276.00	\$ 4,490.00
6	Traffic Viewer (TV)	\$ -	\$ -	\$ -	\$ -
7	Count Scheduler (CS)	\$ 6,205.00	\$ 3,258.00	\$ 3,421.00	\$ 3,592.00
8	Field Tool (FT)	\$ 6,205.00	\$ 3,258.00	\$ 3,421.00	\$ 3,592.00
9	Nonmotorized Database System (NMDS)	\$ 7,756.00	\$ 4,072.00	\$ 4,276.00	\$ 4,490.00
10	Publication Database (PD)	\$ 6,205.00	\$ 3,258.00	\$ 3,421.00	\$ 3,592.00
11	Roads & Highways (R&H)	\$ 7,756.00	\$ 4,072.00	\$ 4,276.00	\$ 4,490.00
	SUBTOTALS	\$ 101,446.00	\$ 53,260.00	\$ 55,924.00	\$ 58,721.00
SUBTOTAL: HOSTING DETAIL PRICING					

9.7. Other Cost Pricing – SECTION REMOVED NOT APPLICABLE FOR THIS CONTRACT

9.8. Implementation Pricing Summary

Table E-1.7 PROPOSED SOLUTION IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE	COST TYPE	TOTAL COST
E-1.1	Activities, Deliverables, and Milestones Pricing (Subtotal from Activity/Deliverables/Milestones Pricing Worksheet)	\$ 51,952.00
E-1.3	Software License Pricing (Subtotal from Software License Pricing Worksheet)	\$ 64,000.00
E-1.4	Software Operations, Maintenance, and Support Pricing (Subtotal from Software Operations, Maintenance, and Support Pricing Worksheet)	\$ 1,077,388.00
E-1.5	Hosting Pricing (Subtotal from Hosting Detail Pricing Worksheet)	\$ 269,351.00
	Report customizations	\$ 24,864.00
E-1.6	Other Pricing (Subtotal from Other Cost Pricing Worksheet)	\$ -
GRAND TOTAL		\$ 1,487,555.00

(SEE EXHIBIT G, ATTACHMENT 3)

Deliverables in above table E-1.1 and the report customizations will be invoiced upon completion and acceptance of the stated milestone/deliverable. Initial software license fees (table E-1.3) will be invoiced upon activation and acceptance of the stated software modules. The above annual SAAS license fee including all hosting, maintenance and support (tables E-1.4 and E-1.5) will be invoiced at the start of each annual SAAS period. For clarity, year 1 shall commence on July 1, 2026

9.9. Contractor Staff, Resource Hours and Rates Worksheet – SECTION REMOVED NOT APPLICABLE FOR THIS CONTRACT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

9.10. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Table E-2.1 FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031
Firm Principal	\$ 446.00	\$ 468.00	\$ 491.00	\$ 516.00	\$ 542.00
Software Architect	\$ 292.00	\$ 307.00	\$ 322.00	\$ 338.00	\$ 355.00
Sr. Project Manager	\$ 232.00	\$ 244.00	\$ 256.00	\$ 269.00	\$ 282.00
Project Manager	\$ 213.00	\$ 224.00	\$ 235.00	\$ 247.00	\$ 259.00
Sr. Engineer	\$ 222.00	\$ 233.00	\$ 245.00	\$ 257.00	\$ 270.00
Engineer	\$ 168.00	\$ 176.00	\$ 185.00	\$ 194.00	\$ 204.00
Sr. UX Designer	\$ 156.00	\$ 164.00	\$ 172.00	\$ 181.00	\$ 190.00
UX Designer	\$ 144.00	\$ 151.00	\$ 159.00	\$ 167.00	\$ 175.00
System Analyst	\$ 120.00	\$ 126.00	\$ 132.00	\$ 139.00	\$ 146.00
Administrative	\$ 95.00	\$ 100.00	\$ 105.00	\$ 110.00	\$ 116.00
	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL: OTHER COST PRICING					\$ -

TABLE E-2.1 NOT INCLUDED IN THIS CONTRACT

9.11. Optional Services Worksheet

Table E-2.2 OPTIONAL FEATURE PRICING WORKSHEET		
REQUIREMENT NUMBER(S)	BRIEF TITLE/DESCRIPTION	ADD-ON COST
K3.2	Ongoing in-person training per day	\$ 9,104.00

TABLE E-2.2 ONE IN-PERSON TRAINING DAY PER YEAR IS INCLUDED IN THIS CONTRACT FOR EACH OF FIVE (5) YEARS. (SEE EXHIBIT G, ATTACHMENT 3)

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant

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

2. Software Title

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

3. Software and Documentation Copies (Not Applicable to SaaS)

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions

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

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

5. Viruses

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

6. Audit

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Contractor Initials:

Date: 5/29/2026

Initial


President and CEO

**STATE OF NEW HAMPSHIRE
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DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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

7. Software Non-Infringement

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software (“Contracted Resources”) provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

8. Control of All Component Elements

Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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

9. Custom Software

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

10. Software Escrow (Not Applicable to SaaS)

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

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

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

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E: Dispute resolution responsibility and schedule

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Team Member (various)	Project Manager	5 Days
Second	Project Manager	Contract Manager	10 Days
Third	Contract Manager	DoIT Commissioner	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 authorized by the State and federal officials so authorized by

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT E – ADMINISTRATIVE SERVICES**

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1. Access to State Systems

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

6.2. Computer Use

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

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

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

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT E – ADMINISTRATIVE SERVICES**

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

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

6.3. Email Use

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

6.4. Internet/Intranet Use

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

6.5. State Website Copyright

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

6.6. Workspace Requirement – SECTION REMOVED NOT APPLICABLE FOR THIS CONTRACT

6.7. Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between 8 am and 5 pm (Eastern Time), excluding the State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT F – TERMS AND DEFINITIONS**

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 too, 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.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT F – TERMS AND DEFINITIONS**

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.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT F – TERMS AND DEFINITIONS**

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.

Initial
ES

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT F – TERMS AND DEFINITIONS**

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 in each task.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

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

Attachment 2 - Agency Compliance Documents

2. CONTRACTOR CERTIFICATES

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

CERTIFICATION REGARDING LOBBYING

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Contractor Signature: Signed by:
Eric Stangel
67C2DE0190D049D... President and CEO Date: 5/29/2026

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 Contractor Initials: Initial
ES President and CEO
 Date: 5/29/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently not indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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

Contractor Signature: Signed by: *Eric Stangel*
67C2DE0190D049D... President and CEO Date: 5/29/2026

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 Contractor Initials: Initial
ES President and CEO
 Date: 5/29/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

Attachment 1 - Business and Technical Requirements

B-1 Statement of Work

The State of New Hampshire, acting through the NHDOT has released this RFP to procure all software, data, services, and equipment associated with the development, data migration, implementation, training, and ongoing support of a Traffic Data Management System (TDMS). The purpose of the TDMS is to ingest, integrate, store, process, calculate, query, analyze, report, and archive traffic data obtained from several data sources for NHDOT personnel, their stakeholders, and for public access. The TDMS shall conform to the current edition of the FHWA Traffic Monitoring Guide requirements, the AASHTO Guidelines for Traffic Data Programs, and the FHWA Highway Performance Monitoring System.

NHDOT routinely collects traffic data, including traffic volumes, vehicle classifications, speeds, and vehicle weight from a variety of sources. The proposed TDMS shall be capable of processing traffic data from a variety of multimodal data collection resources and process, format, and store the data for NHDOT and public use. The proposed TDMS shall include robust data analysis and reporting capabilities, allowing for the extraction of data insights and trends. The use cases for the TDMS are graphically described in Supplemental Appendix B-1.1.1.

The TDMS shall include configurable user interfaces for authorized users as well as a default user interface for public users. The proposed TDMS shall include a mapping component that graphically displays the location of collected data and associates calculated traffic data characteristics with road segments based on the State’s linear referencing system. The TDMS shall be user-friendly, scalable, and capable of integrating with other traffic management and GIS systems.

The Vendor shall be responsible for the deployment and installation of the TDMS, ensuring minimal disruption to business operations. The Vendor shall be responsible for developing and conducting a comprehensive training program for authorized users and for providing self-directed user support to public users. The Vendor will be expected to work closely with the State team members to ensure the successful implementation of the TDMS including error-free migration of legacy data to the proposed system. Post deployment, the Vendor shall provide ongoing technical support and system upgrades/updates as required. The Vendor should have a proven track record in delivering similar systems and shall demonstrate compliance with all relevant FHWA standards, guidelines, and procedures.

B-2 Business and Technical Requirements

Please utilize the following instructions to complete Table B-2.1 Business Requirements and Table B-2.2 Technical Requirements and submit with your Proposal in Section III: Responses to System Requirements and Deliverables.

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Contractor Initials: _____

Date: 5/29/2026

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President and CEO

**STATE OF NEW HAMPSHIRE
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EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

Attachment 1 - Business and Technical Requirements

Vendor Response Column:

Enter "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 for the Proposal to be accepted. If the Vendor believes that there is something about their Proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a Proposal if the need of the requirement is reduced or eliminated by another feature of the Proposal. (E) Indicates a requirement which is "Expected". This requirement is considered by the State to be of great usefulness, but the lack of some of these features is not considered serious enough to disqualify the Proposal. (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 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 proposed Solution and available in the current Solution release.

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. (Respondent must provide estimated hours and average billing rate or flat cost for the modification in the comment area. These cost estimates should add up to the total cost for modifications found in the cost summary table in Section X of the RFP).

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, vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

**STATE OF NEW HAMPSHIRE
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DoIT #2025-036 – TRANSPORTATION DATA MANAGEMENT SYSTEM (TDMS)
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

Attachment 1 - Business and Technical Requirements

B-2.1 Business Requirements

Business Requirements are identified in Table B-2.1 Business Requirements (due to the size of the table, an Excel spreadsheet file has been provided with this RFP for responses). Vendor shall review the instructions above, complete the Table, and submit the completed Table as part of their Proposal. The Contractor shall provide a response to every requirement; failure to respond to any requirement shall be considered non-conforming and may result in rejection of the Proposal.

Requirements in Table B-2.1 are marked Mandatory (M), Expected (E), and Optional (O). Mandatory requirements are critical to the functionality of the TDMS and should be met by the Proposed Solution. The Vendor shall provide a justification for not meeting a Mandatory requirement by filling out the Comments column in the Table. The State has the sole authority to determine whether to consider a Proposal that does not strictly meet any Mandatory requirement. Expected requirements are considered to be useful to the functionality of the TDMS and should be met by the Proposed Solution. The Vendor shall provide a justification for not meeting an Expected requirement by filling out the Comments column in the Table. The State has the sole authority to determine whether to consider a Proposal that does not meet at least 80 percent of the Expected requirements. Optional requirements are additional features that the State may find useful but are not required to be part of the Proposed Solution. Optional requirements are discussed in more detail in Appendix E-2.

B-2.2 Technical Requirements

Technical Requirements are identified in Table B-2-2 Technical Requirements. Vendor shall review the instructions above, complete the Table, and submit the completed Table as part of their Proposal. The Contractor shall provide a response to every requirement; failure to respond to any requirement shall be considered non-conforming and may result in rejection of the Proposal.

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**STATE OF NEW HAMPSHIRE
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EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

Attachment 1 - Business and Technical Requirements

TECHNICAL REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>Prohibited Technologies</i>					
	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	MS2 has reviewed and doesn't use any of the equipment or services on these lists
<i>Security Compliance Requirements</i>					
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	Future	While we meet most of these controls, we have not been formally assessed.
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)	E	No	Future	We are currently working towards compliance with these controls.
<i>StateRAMP Authorization</i>					
T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	E	No	Future	Our hosting platform is FedRamp Authorized.

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					Additionally, we are 90% complete with a SOC2 certification and will be completed by Oct. 2025. SOC2 is the certification required by other State DOT's and meets the intent of this requirement.
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	E	No	Future	Our hosting platform is FedRamp Authorized. Additionally, we are 90% completed with a SOC2 certification and will be completed by Oct. 2025. SOC2 is the certification required by other State DOT's and meets the intent of this requirement.
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Future	Our hosting platform is FedRamp Authorized. Additionally, we are 90% complete with a SOC2

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					certification and will be completed by Oct. 2025. SOC2 is the certification required by other State DOT's and meets the intent of this requirement.
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Future	Our hosting platform is FedRamp Authorized. Additionally, we are 90% complete with a SOC2 certification and will be completed by Oct. 2025. SOC2 is the certification required by other State DOT's and meets the intent of this requirement.
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	No	Future	Our hosting platform is FedRamp Authorized. Additionally, we are 90% complete with a SOC2 certification and will be completed by Oct. 2025.

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EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

					SOC2 is the certification required by other State DOT's and meets the intent of this requirement.
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the Vendor shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of the resulting contract.	M	No	Future	Our hosting platform is FedRamp Authorized. Additionally, we are 90% complete with a SOC2 certification and will be completed by Oct. 2025. SOC2 is the certification required by other State DOT's and meets the intent of this requirement.
T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	M	Yes	Standard	On an ongoing basis we will share FedRAMP authorization of hosting. Upon SOC2 certification, we will provide updated information upon request.
<i>Other Certifications in lieu of StateRAMP</i>					

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T3.1	FedRAMP Authorized https://www.fedramp.gov/ How to Become FedRAMP Authorized FedRAMP.gov	E	Yes	Standard	As mentioned, our hosting environment is FedRAMP authorized.
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	E	No	Not Available/ Not Proposing	This doesn't apply to traffic monitoring applications and isn't being requested by any other agency customer
<i>Hosted Platform</i>					
T4.1	<p>The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • 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 	E	Yes	Standard	MS2 uses the AWS US East platform

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Attachment 2 – Agency Compliance Requirements

T5.1	FTI Pub 1075	M	No	Not Available/ Not Proposing	This doesn't apply to traffic monitoring applications and isn't being requested by any other agency customer
T5.2	HIPAA	M	No	Not Available/ Not Proposing	This doesn't apply to traffic monitoring applications and isn't being requested by any other agency customer
T5.3	FERPA	M	No	Not Available/ Not Proposing	This doesn't apply to traffic monitoring applications and isn't being requested by any other agency customer
T5.4	CIJS	M	No	Not Available/ Not Proposing	This doesn't apply to traffic monitoring applications and isn't being requested by any other

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					agency customer
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Attachment 3 – Pricing Total

PROPOSED SOLUTION IMPLEMENTATION COST (FROM EXHIBIT C, TABLE E-1.7)	\$1,487,555.00
OPTIONAL IN-PERSON TRAINING (FROM EXHIBIT C, TABLE E-2.2) – 5 DAYS @ \$9104/DAY	<u>\$45,520.00</u>
PRICE LIMITATION	\$1,533,075.00

Initial
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State of New Hampshire

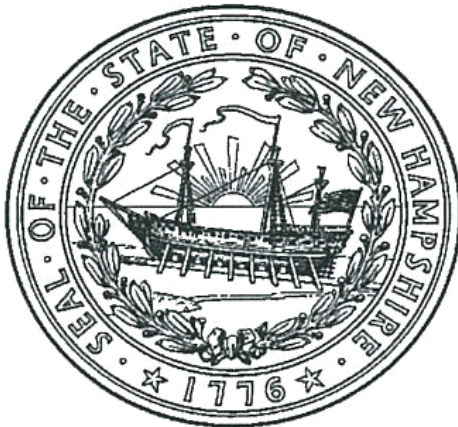
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MIDWESTERN SOFTWARE SOLUTIONS, LLC is a Michigan Limited Liability Company registered to transact business in New Hampshire on May 12, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **725985**

Certificate Number: **0007931230**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



5200 S. State Road, Suite 100
Ann Arbor, Michigan 48108
734.389.7000
www.ms2soft.com

LLC Certification of Authority

The undersigned, hereby certifies that I am an Officer of Traffic and Parking Control Co., LLC which is 100% owner of Midwestern Software Solutions, LLC (d/b/a "MS2"), a limited liability company under RSA 304-C.

I certify that Eric Stangel, as Chief Executive Officer, is now and has been since March 20, 2026, authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (30) days from the date of this LLC Resolution and Certification.

DATED: May 20, 2026

Stephen Pagliari

Stephen Pagliari, CFO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2026

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C No. Ext): 708-845-3000		FAX (A/C, No):
	E-MAIL ADDRESS: certificates@thehortongroup.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : National Fire Insurance Company of Hartford			20478
INSURER B : Great American E&S Ins. Co.			37532
INSURER C : Transportation Insurance Company			20494
INSURER D : State Fund Mutual Insurance Co			11347
INSURER E :			
INSURER F :			

INSURED Traffic and Parking Control Co., LLC Midwestern Software Solutions, LLC 5200 S State Rd Ann Arbor MI 48108	TRAF&PA-01
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COVERAGES

CERTIFICATE NUMBER: 1272867181

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6080407129	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6080534138	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	6080534141 XS E987228-03	5/1/2026 5/1/2026	5/1/2027 5/1/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	195371.103-All Other States 6080407101-NJ,NY,MA WC 680407115-CA	5/1/2026 5/1/2026 5/1/2026	5/1/2027 5/1/2027 5/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional insured on a primary and noncontributory basis with respect to general liability and auto liability only when required by written contract. Waiver of subrogation applies to general liability and auto liability in favor of the stated additional insureds only when required by written contract. Umbrella follows form. Midwestern Software Solutions, LLC added as additional named insured effective 3/20/2026. Cyber/Technology Errors & Omissions coverage will be shown on a separate COI.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Transportation
 Bureau of Traffic
 18 Smokey Bear Blvd.
 Concord NH 03301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

11/15/2026

DATE (MM/DD/YYYY)
4/29/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 2601 Victory Avenue, Suite 1500 Dallas TX 75219 (214) 720-5563 TXClientSrvUT@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1553492 Midwestern Software Solutions, LLC 5200 S. State Road, Suite 100 Ann Arbor MI 48108	INSURER A: Endurance American Specialty Insurance Co. NAIC # 41718	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 23435820 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Cyber Tech E&O	N	N	CTO30102906700	11/15/2025	11/15/2026	\$5M Limit/ \$50K Retention

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

CERTIFICATE HOLDER **CANCELLATION**

23435820 New Hampshire Department of Transportation Bureau of Traffic 18 Smokey Bear Blvd. Concord NH 3301	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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