



The State of New Hampshire
Department of Transportation

15- 7/29/26



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, NH 03301

Bureau of Construction
July 6, 2026

Requested Action

Authorize the Department of Transportation to enter into a **sole source** contract with ExeVision, Inc. (Vendor 261357) of South Jordan, Utah in the amount of \$3,540,553.00. The purpose of this three (3) year contract with a maximum of three (3), three (3) year extensions is for a significant software upgrade along with the continued support, maintenance, and hosting of the Department's computer software-based Project Development and Construction Management Systems, effective upon Governor and Executive Council approval, through September 30, 2029. **40% Federal Funds, 60% Other Funds.**

Funding is available in Fiscal Years 2027, 2028, and 2029, and is contingent upon the availability and continued appropriation of funds, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years, if needed and justified:

	FY 2027	FY 2028	FY 2029
01-03-03-030010-7696 IT for Transportation			
038-509038 Agency Application Software	\$542,207.50	\$558,473.75	\$575,233.75
04-96-96-963515-3054 Consolidated Federal Aid			
038-509038 Technology Software	\$552,292.60	\$867,819.00	
04-96-96-960030-7987 Capital – Project Development	\$444,526.40		
034-500099 Major IT Systems			

Explanation

The Department requests approval of this sole source contract because ExeVision, Inc. is the only vendor capable of maintaining and upgrading the Integrated Project Development (iPD) and Integrated Contractor Exchange (iCX) systems that support the Department's statewide project development, bidding, construction, and auditing processes. These systems were custom-built for NHDOT beginning in 2014 and have since become deeply embedded in day-to-day operations across multiple bureaus and all prime contractors. Because the applications incorporate extensive custom configurations unique to New

Hampshire, no other vendor has the technical or proprietary ability to support or modernize them without reconstructing the entire system.

NHDOT has invested significantly in these systems over the past decade, and the Department has conducted extensive evaluations of alternative commercial solutions in both 2023 and 2025. Those reviews confirmed that ExeVision's platform remains the best-value option and that replacing iPD/iCX with a new system would require an estimated 4–6 years of transition effort, creating severe operational disruption at a time when the Department is already experiencing substantial staffing shortages within key design bureaus.

Although the current system is over ten years old and requires modernization, ExeVision is the only vendor capable of upgrading NHDOT to its newest technology stack while preserving essential existing functionality, integrations with other State systems, and the Department's required reporting capabilities. The planned move toward ExeVision's more modular, core product also relies on access to proprietary components and SaaS modules that are unavailable through any third-party provider.

For these reasons, competitive bidding is not feasible and would expose the State to significant cost, operational risk, and program delivery delays. The requested sole source contract with ExeVision provides the only practical path to modernize the system, maintain continuity of operations, and protect the State's substantial prior investment.

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

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

Sincerely,

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

David Rodrigue, P.E.
Commissioner DOT

A handwritten signature in black ink, appearing to read 'Denis Goulet', with a long horizontal stroke extending to the right.

Denis Goulet
Commissioner DoIT

Attachments

DOIT #2025-092

RID #104075



**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*

June 25, 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 ExeVision Inc., as described below and referenced as DoIT No. 2025-092.

The purpose of this request is to purchase a significant software upgrade along with support, maintenance, and hosting of the DOT's Project Development and Construction Management Systems.

The Total Price Limitation shall be \$3,540,553, effective upon Governor and Council approval through September 30, 2029.

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

Sincerely,

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 #2025-092
RID #104075

cc: Christopher Magri, IT Manager



State of New Hampshire

DEPARTMENT OF TRANSPORTATION

DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
DOT – DoIT #2025-092

Version 7.0 2/2025

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

CONTENTS

FORM NUMBER P-37 (VERSION 2/23/2023)	3
EXHIBIT A - SPECIAL PROVISIONS	10
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES..	15
EXHIBIT C – PRICE AND PAYMENT SCHEDULE	46
EXHIBIT D – SOFTWARE LICENSE AGREEMENT	52
EXHIBIT E – ADMINISTRATIVE SERVICES	56
EXHIBIT F – TERMS AND DEFINITIONS	59
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES	64
CERTIFICATION REGARDING LOBBYING	65
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHERS	66
CONTRACTOR’S CERTIFICATE OF GOOD STANDING	67
CONTRACTOR’S CERTIFICATE OF VOTE/AUTHORITY	68
CONTRACTOR’S CERTIFICATE OF INSURANCE	69
EXHIBIT H – ADDITIONAL CONTRACTOR PROVIDED DOCUMENTS	70

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

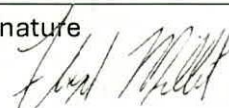
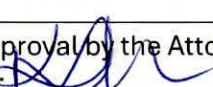
NOTICE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name New Hampshire Department of Transportation (NHDOT)		1.2. State Agency Address 7 Hazen Drive, PO Box 483, Concord, NH 03302	
1.3. Contractor Name ExeVision, Inc.		1.4. Contractor Address 895 W. Baxter Drive, South Jordan, UT 84095	
1.5. Contractor Phone Number 801-890-4772	1.6. Account Unit and Class 010-003-76960000-038-509038 96-96-963515-30540000-038-509038 96-96-960030-79870000-034-500099	1.7. Completion Date September 30, 2029	1.8. Price Limitation \$3,540,553.00
1.9. Contracting Officer for State Patrick Colburn, Construction Services Engineer		1.10. State Agency Telephone Number 603-271-3463	
1.11. Contractor Signature Date: 2026/06/11 		1.12. Name and Title of Contractor Signatory Floyd Millet, President, ExeVision	
1.13. State Agency Signature Date:  6-16-26		1.14. Name and Title of State Agency Signatory David Rodrigue, Commissioner, NHDOT	
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: 6/24/26			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: G&C meeting date:			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

8. EVENT OF DEFAULT/REMEDIES

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

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

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

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

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

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

9. TERMINATION

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE

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

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

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

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the 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 shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH

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

17. NOTICE

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT

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

19. CHOICE OF LAW AND FORUM

- 19.1. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 19.2. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS

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

21. THIRD PARTIES

This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any

legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS

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

23. SPECIAL PROVISIONS

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

24. FURTHER ASSURANCES

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

25. SEVERABILITY

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

26. ENTIRE AGREEMENT

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT
EXHIBIT A – SPECIAL PROVISIONS**

EXHIBIT A - SPECIAL PROVISIONS

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

1. **General Provision 3. EFFECTIVE DATE/COMPLETION OF SERVICES**, is updated with the following additions:

3.4 The Agreement may be extended up to three (3) additional terms of three (3) years each, (“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.

3.5 Performance/Usage Phasing. The first twenty-four (24) months of the initial Term shall be the “Performance Period,” during which the Contractor shall complete the application upgrade with all agreed deliverables listed herein, including application testing and QC/QA prior to deployment. The final twelve (12) months of the initial Term shall be the “Usage Period,” during which the State will conduct full operations on the upgraded application (iPD 2.0). Failure to achieve Operational (Go-Live) status by the end of the Performance Period and/or failure to maintain acceptable service during the Usage Period constitutes a material risk; remedies are set forth in Exhibit B.

2. **General Provision 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**, is updated with the following additions:

5.5 The State shall have a pool of six hundred (600) enhancement hours per Contract Year. In addition, the State will purchase one upfront non-expiring bank of six hundred (600) hours usable over the Contract Term with an annual usage cap of two hundred (200) bank hours per Contract Year unless otherwise agreed upon. The annual pool and bank may be combined in a year, subject to the monthly min/max defined in 5.6.

5.6 When approved enhancement work is outstanding, Contractor shall allocate a minimum of fifty (50) hours/month to the State for Enhancement Work. The State understands the Contractor cannot guarantee more than one hundred (100) hours per month, but nothing in this Agreement precludes the Contractor from exceeding that amount.

5.7 Contractor shall invoice the State annually for licensing/hosting/support services. Separate invoices for upgrade deliverables and for any pre-purchased enhancement bank hours will be submitted as provided in Exhibit C. Enhancement hours incurred against the annual pool will be reported monthly and reconciled in the annual licensing/hosting/support services invoice.

3. **General Provision 9. TERMINATION**, Section 9.2 is deleted and replaced with the following:

9.2 In the event of 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

EXHIBIT A – SPECIAL PROVISIONS

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 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 one hundred eighty (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 the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

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

9.6 Failure to meet Service Levels defined in Exhibit B (Bug & Incident SLAs and Enhancement Delivery SLAs) shall trigger service credits and remedies as set forth in Exhibit B. Repeated failure to meet Service Levels in three (3) or more months within any six (6) month period constitutes a material breach entitling the State to terminate upon written notice; licensing/hosting fees shall be refunded pro-rata for the affected period.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

EXHIBIT A – SPECIAL PROVISIONS

4. **General Provision 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION**, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

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

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

EXHIBIT A – SPECIAL PROVISIONS

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 provision 10 shall survive the termination of this Contract.

5. **General 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.

6. **The following General Provisions are added and made part of the P-37:**

27. FORCE MAJEURE

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

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

28. 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, reports, 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, reports, 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

EXHIBIT A – SPECIAL PROVISIONS

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 CONTRACT 2025-092 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.
 - d. Exhibit E.
 - e. Exhibit F.
 - f. Exhibit G.
- III. Additional Contractor Provided Documents (Exhibit H).

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

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

1.1. Executive Summary

Background. NHDOT contracted with ExeVision beginning October 15, 2014 to provide and install a new Project Development System to support the NHDOT's approximately \$200M annual construction program in the areas of estimating, advertising, bidding, constructing, and auditing highway and bridge construction projects. NHDOT deployed ExeVision's iPD/iCX in 2016. The solution comprises Integrated Project Development (iPD) for NHDOT and Integrated Contractor Exchange (iCX) for contractors. The system is highly customized and integral to daily operations, both internal for the NHDOT and external for all Prime Contractors under contract with the NHDOT.

Current Need. The deployed technology stack is more than ten (10) years old. ExeVision has since transitioned other customers as well as their SaaS product to a modern technology stack and developed a range of new features that offer improved modularity and performance. NHDOT evaluated market options in 2023 and 2025 and determined ExeVision's iPD/iCX systems remain best value.

Strategy. Upgrade iPD/iCX for NHDOT. Migrate to Model-View-Controller (MVC) technology application-wide. Adopt SaaS modules where suited and directed by NHDOT. Move closer to iPD/iCX core, favoring configuration over customization to reduce defects and accelerate fixes, while preserving essential NHDOT workflows, reports, and integrations. Fully develop contemplated Finance integrations as provided in the Functional Specification Design (FSD) (Exhibit H). Adopt latest functionality such as configurable workflow, evolved test engine, and UI configurations. Continue support and maintenance on existing software through licensing, hosting, and support and maintenance components of this Contract throughout upgrade period. Stabilize eFieldbook for reliability and offline operation.

ExeVision estimates between 1.5 and 1.75 person-years to complete the effort defined herein. Correspondingly, NHDOT considers the first twenty-four (24) months (10/01/2026 – 09/30/2028) of the contract a "Performance Period" for ExeVision. During this time, it is expected that all necessary development work, testing, QC/QA, and deployment will be completed. The last twelve (12) months of the three (3) year Contract term will be a "Usage Period" during which time NHDOT and its contractors will conduct day-to-day operations entirely migrated to the upgraded iPD/iCX applications (iPD 2.0).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

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

1.2. Goals and Objectives

- A. Migrate iPD/iCX to **MVC technology** with improved modular architecture.
- B. Implement **configurable workflow** throughout iPD.
- C. ADD **button-based UI** across iPD/iCX. Ensure no loss of functionality currently enabled by right-click.
- D. Integrate **upgraded test engine** within the Materials Management System, while maintaining existing Material and Test Definitions.
- E. Adopt **SaaS (or VTrans) Bidding Module** allowing full proposal preparation in-app.
- F. Enable enhanced **user configurations and template editing** by NHDOT .
- G. Provide enhanced Ad-hoc Reporting with **access to ALL tables and data fields**.
- H. Enhance current reports for **ADA compliance**.
- I. **Upgrade Finance** Integration as defined in attached FSD.
- J. Maintain all data connections: ProMIS, NHFirst, Data Warehouse, etc.
- K. Improve user satisfaction.
- L. Bring eFieldbook to fully functional status for widespread deployment. Provide sync reliability and consistent offline functionality.
- M. Establish a data dictionary review every 24 months.
- N. Continue participation in biennial ExeVision User Conferences.
- O. Procure six hundred (600) non-expiring enhancement hours to establish an **“Enhancement Bank.”**

1.3. Core Upgrades and SaaS Adoption

MVC Migration: Refactor application tiers; update UI components; maintain legacy right-click actions but replace with button-based UI throughout.

Workflow Engine: Deliver configurable workflows; admin UI for NHDOT to add/edit flows.

Template Management: Provide in-product editor for NHDOT to create/edit letter templates.

Reporting: Ad-hoc reports expose all data entities/fields.

Bidding (SaaS or as agreed upon by NHDOT): Deploy proposal preparation; bidder management; submissions.

Materials Management System: Integrate upgraded test engine; sample management. Maintain QC/QA Concrete Lots and Asphalt Lots.

iCX: Ensure contractor-side modules align with MVC and new Bidding workflows.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

Integrations: Maintain/extend interfaces to ProMIS, NHFirst, Data Warehouse.

2. BUSINESS / TECHNICAL REQUIREMENTS

Responses to System Requirements and Deliverables.

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 Contract to be accepted. The State retains the right to accept a Contract if the need of the requirement is reduced or eliminated by another feature of the Contract.

(P) Indicates a requirement which is "Preferred." This requirement is considered by the State to be of great usefulness, but the lack of this feature is not considered serious enough to disqualify the Contract.

(O) Indicates a requirement which is "Optional." This requirement is considered by the State to be one which is useful or potentially useful but not a central feature of the Project.

Contractor 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 (see delivery method instructions below).

Contractor Delivery Method Column:

Complete the delivery method using Standard, Future, Custom, or Not Available (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.

Not Available – Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Contractor 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
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

2.1 Business Requirements

Table B-2.1 Business Requirements

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
B1.1	MVC across application	M			
B1.2	Provide button UX parity. Ensure no loss of functionality currently enabled by right-click.	M			
B1.3	Configurable workflow authoring UI; role based permission model for edits	M			
B1.4	NHDOT editable letter templates	M			
B1.5	Ad-hoc reporting access to all tables and fields	P			
B1.6	Adopt SaaS (or other approved model) Project Cost Estimate System (PCES)	M			
B1.7	Adopt enhanced Materials Management System (test engine, lab workflows); maintain existing Material and Test Definitions	M			
B1.8	Maintain existing integrations with NHDOT systems including, but not limited to, ProMIS, NHFirst, Data Warehouse (schemas, cadence)	M			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

B1.9	Develop, test, and deploy significant upgrade to Finance integrations with iPD, as defined in FSD attached herein. Functionality shall conform to the business rules outlined in the FSD.	M				
B1.10	Six hundred (600) hours per year of programming, development, and management time for configurations and/or modifications to the software, routine management meetings, and status updates as requested.	M				
B1.11	End-of-life transition of iPD and iCX to a successor software.	M				
B1.12	Fully functional eFieldbook, including sync reliability and offline operation.	M				
B1.13	Conduct reviews of the data dictionary, and document changes to tables and fields once every 24 months.	P				
B1.14	Ensure that all generated reports comply with ADA accessibility guidelines, including but not	M				

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	limited to proper formatting, screen reader compatibility, and color contrast standards.				
B1.15	Establish an Enhancement Bank with six hundred (600) pre-purchased, non-expiring Enhancement Hours for programming, development, and management time for configurations and/or modifications to the software, routine management meetings, and status updates as requested. Non-expiring hours shall extend through the initial three (3) year contract term and any Extended Terms.	M			
B1.16	Reimbursement for attendance at the biennial ExeVision User Conferences (2 people, including travel and accommodations)	M			
B1.17	Maintain separate "Organization Access" for NHDOT and Public Works.	M			
B1.18	Maintain existing Alternate "Group	M			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	Types” in Estimate and Bidding modules, used mostly by Public Works. Public Works must be able to continue using iPD/iCX for estimating and bidding. Any unique functionality enjoyed by Public Works within the existing application must be maintained, unless otherwise agreed upon by Public Works.				
--	---	--	--	--	--

2.2 Technical Requirements

Table B-2.2 Technical Requirements

Table B-2.2.1 Prohibited Technologies

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
PT1	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: Prohibited Technologies List and No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services	M			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

Table B-2.2.2 Security Compliance Requirements

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
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. 3, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)	M			
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)	P			

Table B-2.2.3 GovRAMP Authorization

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
T2.1	GovRAMP Ready/Authorized Certification Home - GovRAMP	P			
T2.2	If GovRAMP Ready, you agree to attain GovRAMP Authorized within twelve (12) months of the effective date of a resulting contract.	M			
T2.3	If GovRAMP Active, you agree to attain GovRAMP Authorized within twenty-four (24) months of the effective date of a resulting contract.	M			
T2.4	If GovRAMP In Process, you agree to attain GovRAMP Authorized within twenty-four (24) months of the effective date of a resulting contract.	M			
T2.5	If GovRAMP Pending (Under review with GovRAMP PMO awaiting a determination	M			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	for a verified status), you agree to attain GovRAMP Authorized within twenty-four (24) months of the effective date of a resulting contract or prior to contract renewal.				
T2.6	If Not GovRAMP Progressing, Not GovRAMP Ready, or Not GovRAMP Authorized the vendor shall initiate and provide a GovRAMP Security Snapshot with their response. You agree to attain GovRAMP Authorized within twenty-four (24) months of the effective date of a resulting contract.	M			
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 GovRAMP 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			

Table B-2.2.4 Other Certifications in Lieu of GovRAMP

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
T3.1	FedRAMP Authorized https://www.fedramp.gov/How to Become FedRAMP Authorized FedRAMP.gov	M			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

Table B-2.2.5 Hosted Platform

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
T4.1	The following Hosting Platforms are FedRAMP/GovRAMP 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 Contractor Comments. • 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	P			

Table B-2.2.6 Information Technology Accessibility Compliance

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
T5.1	Web content (including reports produced within the UI) and mobile applications must comply with WCAG 2.1, Level AA.	M			
T5.2	Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.	M			
T5.3	Contractor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables ITI Accessibility Policy	M			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

Table B-2.2.7 Required Data Integration Capabilities

Req #	State Requirement Description	Criticality	Contractor Response	Contractor Delivery Method	Contractor Comments
T6.1	Support automated data extraction and data ingestion	M			
T6.2	Support Batch Data Transfer via ONE of: - Real-time Data Transfer - Scheduled Batch Data Transfer	M			
T6.3	Support Batch Data Transfer via BOTH: - Real-time Data Transfer - Scheduled Batch Data Transfers	P			
T6.4	Provide at least one of the following industry standard integration methods: - Secure File Transfer Protocol (SFTP) - Secure Web Services (SOAP) - RESTful APIs - Direct Database Connectivity Where Authorized	M			
T6.5	Provide at least one of the following industry standard integration methods: - RESTful APIs - Direct Database Connectivity Where Authorized	P			
T6.6	Provide at least one of the following Structured and Semi-structured Data Formats: - CSV - JSON - XML - Relational Database Formats	M			
T6.7	Provide at least one of the following Structured and Semi-structured Data Formats: - JSON - XML - Relational Database Formats	P			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

T6.8	Ensure Data Integrity, Referential Consistency, and Reconciliation During Data Transfer	M			
T6.9	Include Automated Error Handling, Exception Reporting, and Notification Mechanisms	M			
T6.10	Maintain Comprehensive Logging and Audit Trails of All Data Exchanges	M			
T6.11	Provide Clear Documentation of System Architecture, Integration Points, and Data Flow Diagrams	M			

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).

Req #	State Requirement Description	Criticality
SLA -1	The 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	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. Security vulnerabilities shall be assessed using the Common Vulnerability Scoring System (CVSS) or an equivalent industry-standard framework. Critical-severity findings shall be remediated in accordance with a mutually agreed Plan of Actions and Milestones (POAM), not to exceed sixty (60) days. Contractor shall obtain written State approval for any exceptions. (RA-5)	M
SLA -5	The Contractor shall conform to the specific deficiency (Bug and Incident Ticket) class as described below or as agreed to by the parties: • BLOCKER Priority – Critical, failure that causes significant loss of application access or use, no work around, demands immediate action. Examples include delays to or failure of a project letting, unable to perform scheduled materials testing, unable to pay Contractor. • HIGHEST Priority – Failure that causes significant loss of application functionality. Important, causes operation to stop. No known work-around or immediate solution exists.	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	• HIGH Priority – Failure that reduces application functionality. Important, but does not stop operation and/or work-around exists and user can perform tasks, but is not ideal. Example may include failure unique to a single contract, work not on critical path, performance issues. • MEDIUM Priority – Failure that has minimal impact on application functionality. • LOW Priority – Largely visual issues, cosmetic in nature, minimal effect on application or other issues identified with the NHDOT as a low priority.	
SLA -6	As part of the maintenance agreement, ongoing support issues (Bugs and Incident Tickets) shall be responded to according to the following: Definition of Resolution. For purposes of this SLA, “Resolution” means deployment of a permanent fix or implementation of a temporary workaround that substantially restores the affected functionality, in either case as acknowledged by the State Project Manager. Where a workaround is accepted as Resolution, the permanent fix shall proceed through the normal defect-resolution or enhancement process at a mutually agreed priority. BLOCKER Priority — Failure that causes significant loss of application access or use. No known workaround or immediate solution exists. The State shall notify the Contractor’s Project Manager by phone. Resolution within one (1) business day. Deployed immediately upon Resolution by the Contractor. Note: For each business day beyond the requirement for resolving Blocker Priority Bugs, ExeVision will credit the State sixteen (16) hours of enhancement time. HIGHEST Priority — Failure that causes significant loss of application functionality. No known workaround or immediate solution exists. The State shall notify the Contractor’s Project Manager by phone. Resolution within two (2) business days, deployed after hours on the day the issue is resolved. Note: For each business day beyond the requirement for resolving Highest Priority Bugs, ExeVision will credit the State eight (8) hours of enhancement time. HIGH Priority — Failure that reduces application functionality. A workaround exists. Resolution within five (5) business days, deployed during weekly code deployment. MEDIUM Priority — Failure that has minimal impact on application functionality. Resolution within thirty (30) business days, deployed during weekly code deployment. LOW Priority — Largely visual issues or other issues identified with the State as low priority. Deployed during weekly code deployment as practical.	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	Priority reclassification. If a temporary workaround is identified and accepted by the State Project Manager that substantially restores affected functionality, the Parties shall reclassify the ticket to the priority appropriate to the remaining severity (typically High or Medium) for purposes of response, resolution, and credit calculation. Status updates and incident reports. For Blocker Priority tickets, Contractor shall provide status updates to the State at sixty (60) minute intervals until Resolution, and a full incident report within twenty-four (24) business hours after Resolution. For Highest Priority tickets, Contractor shall provide status updates at two (2) hour intervals until Resolution, and a full incident report within twenty-four (24) business hours after Resolution. Note: Ticket intake will be limited to the NHDOT Construction Management Systems Administrator, Project Manager, or designated Subject Matter Experts to be determined and documented. Blocker and Highest Priority tickets shall be reported to the Contractor's Project Manager by phone. Contact Tree for Incidents 1. James Smyth – Project Manager – jsmyth@exevision.com – 801-783-2861 2. Chris Lunt – Technical Team Lead – clunt@exevision.com – 801-890-4775 3. Tim Daley – CTO/COO – tdaley@exevision.com – 801-890-4772 Root Cause Analysis. Upon State request, Root Cause Analysis (RCA) shall be provided within ten (10) business days of satisfactory Resolution for Blocker and Highest Priority tickets. RCA shall include root cause, corrective actions, and preventative measures. Reasonable Cause. Credits under this SLA shall not apply where a missed resolution time is caused by (a) State acts or omissions, including delays in State-required approvals, testing sign-offs, or provision of input; (b) failures of third-party services or integrations outside Contractor's reasonable control; or (c) Force Majeure events as defined in Exhibit A. Contractor shall promptly notify the State Project Manager upon becoming aware of any such cause.	
SLA-7	For each enhancement to the application requested by the State, the State Project Manager and the ExeVision Project Manager shall work together to prepare an associated Functional Specification Document (FSD) detailing the proposed work. Each FSD shall be reviewed and signed by the requesting Subject Matter Expert (SME), the State Project Manager, and the ExeVision Project Manager. No enhancement work will be done unless and until an associated FSD is completed and signed by all parties. For each enhancement with an approved FSD, ExeVision shall provide (a) estimated hours, (b) target AT deploy date, (c) weekly time records by	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	individual/work accomplished (due within 1 week of period end), and (d) after delivery, an actual vs. estimate hours report. If actual hours exceed estimate by $\geq 30\%$, ExeVision shall credit 50% of the hours beyond 130% of the estimate. If ExeVision misses the scheduled AT deploy date, ExeVision shall credit eight (8) hours for every five (5) calendar days late (rounded up). When enhancement work is outstanding and approved, ExeVision shall allocate no less than 50 hours per month to NHDOT enhancement work.	
SLA-8	eFieldbook shall be subject to the same Priority classifications and Response/Resolution targets as the main iPD/iCX application as set forth in SLA-6. Specific stabilization milestones and acceptance criteria for eFieldbook offline functionality and sync reliability shall be defined in the Work Plan per Exhibit B and are separate from the Bug and Incident SLAs. Failure to meet such Work Plan milestones shall be addressed through the project management and change control processes set forth in Exhibit B, and may result in reasonable remedies, including removal of the CLIN, upon written notice and an opportunity to cure. App Store Review Tolling. Where a fix for a Blocker or Highest Priority eFieldbook defect requires distribution through the Apple App Store or Google Play Store, the resolution clock shall be tolled upon Contractor's submission of the corrected build to the applicable store. Contractor shall notify the State Project Manager of such submission and provide the store-issued submission confirmation and timestamp. The resolution obligation shall be deemed satisfied upon deployment of the approved build following store approval, provided the submitted build was production-ready at the time of submission. Delays attributable to store review shall not count toward the resolution period for purposes of credit calculation.	M
SLA -9	The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.	M
SLA -10	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 -11	Application Availability – Production: Application Availability means access to the production system is enabled, allowing users to log in and perform business functions. * Environment: Production * Time Frame: 24x7 * Service Level: 99.9% * Measurement Period: Calendar Month * Monitoring: Continuous (24x7, 1-minute intervals via web monitoring subcontractor)	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	Formula: (Total Time – Maintenance Time = Available Time) (Available Time – Downtime = Availability) Availability % = (Available Time – Downtime) ÷ Available Time * 100 If the Contractor is unable to meet the uptime requirement, the Contractor shall credit State's account in an amount based upon these Liquidated Damages: ≥ 99.9% – No credit < 99.9% to 99.8% – 10% < 99.8% to 99.7% – 20% < 99.7% to 99.6% – 30% < 99.6% to 99.5% – 40% < 99.5% to 99.4% – 50% < 99.4% to 99.3% – 60% < 99.3% to 99.2% – 70% < 99.2% to 99.1% – 80% < 99.1% to 99.0% – 90% < 99.0% – 100% The State must request the uptime credit in writing.	
SLA -12	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages. Notification of system deployments affecting users shall be sent to the State Project Manager no less than two (2) business days in advance of planned deployment, consistent with SLA-14. The State Project Manager shall be responsible for onward distribution to affected users.	M
SLA -13	The 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	The Contractor shall provide two business days prior notification to the State Project Manager of all scheduled functional changes and updates. Training obligations under this SLA are limited to release notes and documented updates to the online Help Menu (per Exhibit B). Live training sessions or instructor-led training, if requested by the State, shall be drawn from the six hundred (600) hour annual enhancement pool established in Exhibit A.	M
SLA -15	The Contractor shall make available to the State, at no additional cost, bug fixes and patches applied to subsystems, subroutines, and shared platform components of the iPD/iCX software that are in active use by the State's licensed instance. This obligation is limited to defect corrections in shared components and does not extend to enhancements, new features, or functionality developed	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	for or at the request of other customers, regardless of whether such work is incorporated into the base platform. Enhancements developed for other customers remain available to the State through the enhancement hours process set forth in Exhibit A.	
SLA -16	The 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-17	Contractor warrants that the initial iPD 2.0 Go-Live deliverables shall be free from material errors and shall perform in accordance with their Specifications for a period of one (1) year following State Acceptance of full production deployment. During the warranty period, defects against the agreed Specifications and FSDs will be corrected at no additional cost. The foregoing warranty shall not extend to any failure attributable to (i) any change or modification to the deliverables requested by the State that is not contemplated by this Agreement, or (ii) State operation of the deliverables contrary to the applicable documentation, Specifications, or intended purpose. Subsequent releases, enhancements, and updates are covered under ongoing Support and Maintenance and are not subject to a separate rolling warranty period.	M
SLA-18	Contractor shall perform regression testing on affected functional areas prior to deployment of any enhancement or update. Regression defects introduced by Contractor shall be corrected at no additional cost. Regression defects caused by State-directed configuration changes, State-provided data, or third-party integrations shall be addressed under the Change Order process per Exhibit B or enhancement hours, as applicable.	M
SLA-19	The Contractor shall provide the State with access to issue tracking information for tickets submitted by the State through a Contractor-provided interface. This access will include, at minimum: 1. Ticket status, description, and current priority 2. Hours expended on enhancement-related tickets 3. Contractor-provided status updates and resolution summaries, as appropriate Access will be provided through a Contractor-designated portal or interface. The Contractor retains discretion over the systems and tools used and is not required to provide direct access to internal tracking platforms. The Contractor reserves the right to withhold internal comments, logs, or communications containing proprietary, confidential, or sensitive information. Disclosed information will be limited to data directly relevant to the State's submitted tickets.	M

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

	The State may request, with reasonable written notice, a summary audit report of submitted tickets containing the information specified above.	
SLA-20	The Contractor shall comply with State security standards, including encryption of data in transit and at rest.	M
SLA-21	All generated reports and application interfaces shall comply with ADA accessibility guidelines, including screen reader compatibility and color contrast standards.	M
SLA-22	All deliverables shall be subject to State acceptance testing and written approval prior to payment, pursuant to Exhibit B. Contractor shall remedy, at no additional cost, any deficiencies identified during acceptance testing that constitute a failure of the Deliverable to conform to the agreed Specifications, FSD, or Work Plan. Items identified during acceptance testing that expand scope beyond the agreed Specifications shall be addressed via the Change Order process per Exhibit B or enhancement hours.	M
SLA-23	Repeated failure to meet Service Level Agreements, as defined in Exhibit A (failure to meet Service Levels in three or more months within any six-month period), shall constitute a material breach entitling the State to pursue remedies including termination in accordance with Exhibit A.	M

3 ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3: DELIVERABLES RELATED TO iPD/iCX UPGRADE TO CURRENT PROJECT

PLANNING AND PROJECT MANAGEMENT

1	Conduct Project Kickoff Meeting	Non-Software
2	Upgrade Migration Work Plan	Written
3	Project Status Reports	Written
4	Communications and Change Management Plan	Written
5	Testing Plan	Written
6	Deployment Plan	Written
7	End User Support Plan	Written
8	Business Continuity Plan	Written

INSTALLATION

9	Provide MVC Software Installed, Configured, and Operational Across Entire Application	Software
---	---	----------

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

10	Re-platform UI to add Buttons	Software
11	Introduce Configurable Workflow Engine and Admin UI	Software
12	Introduce Template Editor and Governance	Software
13	Add all Data Tables and Fields to Ad Hoc Reporting	Software
14	Migrate to SaaS (or other approved configuration) PCES Module and Configure per NHDOT requirements	Software
15	Introduce Upgraded Test Engine to Materials Management Module	Software
16	Upgrade Finance Integration as Defined in FSD	Software
17	Deploy Stable eFieldbook Application, Fully Functioning with Robust Syncing from Offline Mode	Software

TESTING

18	Conduct Integration Testing	Non-Software
19	Conduct User Acceptance Testing	Non-Software
20	Perform Production Tests	Non-Software
21	Test In-Bound and Out-Bound Interfaces	Software
22	Conduct System Performance (Load/Stress) Testing	Non-Software

SYSTEM DEPLOYMENT

23	Cutover to New Software	Non-Software
24	Provide Documentation. Update online Help Menu to reflect application changes.	Written

OPERATIONS

25	Ongoing Hosting Support	Non-Software
----	-------------------------	--------------

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

26	Ongoing Support & Maintenance	Software
27	Root Cause Analysis/Continuous Improvement Cycles	Non-Software
28	600 Hours (Expiring) Yearly for Development and Project Management	Non-Software
29	600 Hours (Non-Expiring) in an Enhancement Hour Bank, for Development and Project Management, Available at 200 Hours Max Per Year.	Non-Software
30	Reimbursement for Registration, Travel, and Accommodation Costs for Two Users to Attend the Biennial ExeVision User Conference.	Non-Software

3. DELIVERABLE REVIEW AND ACCEPTANCE

3.1 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.

When modifications are made to the code and deployed to production, the online Help Menu files will be updated to reflect the modifications.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

3.2 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.

All solution enhancements will follow a similar testing and user acceptance process as maintenance releases: All code changes will be deployed to the Contractor's development (DEV) environment for manual testing. Changes will also be deployed simultaneously to an automated testing environment for test. Once validated and approved by the Contractor internally, the changes will be deployed to the State's User Acceptance Testing (AT) environment. Deployment to the production (PROD) environment will be scheduled once the State has signed off on the changes.

3.3 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.

3.4 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.

4 CHANGE ORDER

The State may make changes or revisions to the Scope of Work (beyond regular enhancements using the six hundred (600) hours included) at any time by written Change Order. The State originated changes or revisions 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.

The 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 thirty (30) days of receipt of the Change Order.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

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

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

5 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.

6 TIME AND EXPENSE ENHANCEMENTS

The Contractor will provide the business analysis, FSD, development, and testing to complete additional enhancements requested by the State. ExeVision will provide an estimate per each User Story for time to complete design, development and AT deployment. No enhancement work is to be started by Contractor without direct authorization from the State Project Manager (after they review the estimate). If Contractor starts any enhancement work without State Project Manager authorization, time charges against this change request will not be accepted nor paid.

The following requirements apply to work delivered under this provision:

- The Contractor will lead the work with the NHDOT Subject Matter Experts to develop an FSD that reflects the additional functionality.
- The Contractor will design, build, and/or configure per the agreed upon FSD.
- The Contractor will build to be "bug free" and test as needed.
- The Contractor will ensure that no existing functionality is lost as a result of regression.
- The Contractor will support NHDOT during user acceptance testing.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (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 ExeVision User Conference

The user conference offers the ExeVision community an unprecedented opportunity to learn about ExeVision's software, interact with industry experts, and network with other ExeVision software users. By assembling professionals from across the country, ExeVision provides a forum for users to exchange ideas, techniques, and technology.

This task includes reimbursement of the State's registration, travel, and accommodation costs for two (2) users to attend the biennial ExeVision iPD/iCX User Group Conference. The State shall provide all receipts to ExeVision in support of such reimbursement requests. Reimbursable expenses shall be limited to reasonable and customary business travel costs, including airfare, ground transportation, lodging, and General Services Administration (GSA) per diem rates applicable at the time of the conference.

Reimbursement shall not exceed One Thousand Seven Hundred Dollars (\$1,700) per attendee. This cap is established to maintain reasonable cost controls while accommodating anticipated variations in travel expenses.

All receipts must be submitted to ExeVision within seven (7) calendar days following the conclusion of the conference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

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

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:

Floyd Millet, President
ExeVision, Inc.
801-331-5371
fmillet@exevision.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:

James Smyth, Project Manager
ExeVision, Inc.
801-783-2861
jsmyth@exevision.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within four (4) hour(s) of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

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 Contractor's Additional Key Project Staff

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

Tim Daley, Chief Technology Officer
ExeVision, Inc.

Chris Lunt, Technical Team Lead
ExeVision, Inc.

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/Project Manager

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

Patrick Colburn, Construction Services Engineer
603-271-3463
patrick.r.colburn@dot.nh.gov

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

- a. Leading the Project.
- b. Engaging and managing all Contractors working on the Project.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

- 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 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.

9 ACCEPTANCE & TESTING SERVICES

Provide end-to-end Test Plan covering functional, performance, security, accessibility, data migration, interfaces (ProMIS/NHFirst/Data Warehouse/Etc.).

Define AT to PROD promotion criteria, rollback plans, and warranty metrics.

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.

10.3 Support Obligations

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

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. ticket 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, 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.

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:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

- 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

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this Contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

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

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.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT**

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

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 twenty-four (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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

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

12 SOFTWARE AGREEMENT

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

13 ADMINISTRATIVE SERVICES

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

14 TERMS AND DEFINITIONS

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

15 CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank.

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule are 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.

Future option-term pricing will be negotiated before each extension and brought to Governor and Executive Council for approval.

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 for ongoing licensing, hosting, support and maintenance on an annual basis. The first invoice for a three (3) year term shall include the upfront cost of six hundred (600) hours in an enhancement bank. Invoicing for other milestone deliverables may be invoiced according to the tables below.

Costs associated with attendance at the ExeVision User Group Conference will be invoiced on a biennial basis. NHDOT will submit all itemized costs to ExeVision for reimbursement within 7 days of returning to New Hampshire.

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; any other Project costs or retention amounts if applicable.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
Attn: Patrick Colburn, Construction Services Section
7 Hazen Drive, PO Box 483, Rm 270
Concord, NH 03302

5. PAYMENTS

Payments shall be made via Automated Clearing House (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. PAYMENT SCHEDULE

8.1. Contract Type

This is a Firm Fixed Price 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.

8.2. Activities / Deliverables / Milestones Pricing Related to iPD/iCX Upgrade to Current

PLANNING AND PROJECT MANAGEMENT

Note: In the tables below, 'NTP' shall represent the Notice to Proceed.

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
1	Conduct Project Kickoff Meeting	Written	Within 30 days of NTP
2	Upgrade and MVC Migration Work Plan	Written	Within 30 days of NTP
3	Project Status Reports	Written	Weekly first 24 mo.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

4	Communications and Change Management Plan	Written	Within 60 days of NTP
5	Testing and Deployment Plan	Written	Within 30 days of NTP
6	Business Continuity Plan	Written	Within 30 days of NTP

Note: Work described above as PLANNING AND PROJECT MANAGEMENT will not be billed, and shall be subsidiary to other work described herein.

INSTALLATION

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE DESCRIPTION	PROJECTED DELIVERY DATE	PRICE
All items listed under INSTALLATION are Software Deliverables				
7	Provide MVC Software Installed, Configured, and Operational within the Maintenance Subsystem	Deployed to AT	Within 24 mo. of NTP	\$93,619.00
		Deployed to Prod		\$93,619.00
8	Provide MVC Software Installed, Configured, and Operational within the Project Cost Estimate Subsystem (PCES)	Deployed to AT	Within 24 mo. of NTP	\$109,222.50
		Deployed to Prod		\$109,222.50
9	Provide MVC Software Installed, Configured, and Operational within the Electronic Bidding Subsystem (EBS)	Deployed to AT	Within 24 mo. of NTP	\$117,024.00
		Deployed to Prod		\$117,024.00
10	Provide MVC Software Installed, Configured, and Operational within the iCX Electronic Bidding Subsystem (iCX EBS)	Deployed to AT	Within 24 mo. of NTP	\$54,611.00
		Deployed to Prod		\$54,611.00
11	Provide MVC Software Installed, Configured, and Operational within the	Deployed to AT	Within 24 mo. of NTP	\$241,849.50

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

	Construction Management System Subsystem (CMS)	Deployed to Prod		\$241,849.50
12	Provide MVC Software Installed, Configured, and Operational within the Materials Management System Subsystem (MMS)	Deployed to AT	Within 24 mo. of NTP	\$163,833.50
		Deployed to Prod		\$163,833.50
13	Provide MVC Software Installed, Configured, and Operational within the Civil Rights System Subsystem (CRS)	Deployed to AT	Within 24 mo. of NTP	\$46,809.50
		Deployed to Prod		\$46,809.50
14	Re-platform UI to add Buttons	Deployed to AT	Within 24 mo. of NTP	Included with Each Subsystem Deployment
		Deployed to Prod		Included with Each Subsystem Deployment
15	Introduce Configurable Workflow Engine and Admin UI where available	Deployed to AT	Within 24 mo. of NTP	Included with Each Subsystem Deployment
		Deployed to Prod		Included with Each Subsystem Deployment
16	Introduce Template Editor and Governance	Deployed to AT	Within 24 mo. of NTP	Included with Maintenance Subsystem Deployment
		Deployed to Prod		Included with Maintenance Subsystem Deployment
17	Introduce upgraded test engine to Materials Management Module	Deployed to AT	Within 24 mo. of NTP	Included with MMS Deployment
		Deployed to Prod		Included with MMS Deployment

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

18	Implement Finance Integration Upgrade per FSD	Deployed to AT	Within 24 mo. of NTP	\$27,950.00
		Deployed to Prod		\$27,950.00
19	Ensure ADA compliance for all reports	Deployed to AT	Within 24 mo. of NTP	\$12,900.00
		Deployed to Prod		\$12,900.00

TESTING

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
20	Conduct Integration Testing	Non-Software	With every intermediate module deploy
21	Conduct User Acceptance Testing	Non-Software	With every intermediate module deploy
22	Perform Production Tests	Non-Software	With every intermediate module deploy
23	Test In-Bound and Out-Bound Interfaces	Non-Software	With every intermediate module deploy
24	Conduct System Performance (Load/Stress) Testing	Non-Software	With every intermediate module deploy
25	Conduct Data Dictionary Review once every 24 months	Non-Software	Every 2 Years

SYSTEM DEPLOYMENT

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
26	Provide Documentation. Update online Help Menu to reflect application changes.	Written	Within 60 days of any Production deploys

UPGRADE COMPLETION

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
27	Conduct Project Exit Meeting	Non-Software	Within 24 mo. of NTP and Following Full System Upgrade

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Note: Work described above as TESTING, SYSTEM DEPLOYMENT, AND UPGRADE COMPLETION will not be billed, and shall be subsidiary to other work described herein.

TOTAL PROJECT COST	\$ 1,735,638.00
--------------------	-----------------

8.3 Software Subscription Pricing (Licensing, Hosting, Maintenance and Support)

Please utilize the following table to provide a detailed listing of the annual subscription pricing for each Software product, including licensing, hosting, maintenance, and support. This may include web site hosting fees, data storage fees, etc. Please provide pricing for the initial three (3) Year term along with pricing for the subsequent optional three (3) year term for budgeting purposes.

Table E-8.3. SOFTWARE SUBSCRIPTION (LICENSING, HOSTING, MAINTENANCE, AND SUPPORT) PRICING WORKSHEET

SOFTWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
iPD / iCX	\$671,207.50	\$558,473.75	\$575,233.75	\$592,490.76	\$610,265.48	\$628,573.44
eFieldbook	Included	Included	Included	Included	Included	Included

NOTE to Contractor: Key Assumption(s): The Year 1 subscription cost includes establishing a non-expiring bank of 600 enhancement hours.

8.4 Future Contractor Rates

The State may request additional services from the Contractor and require rates if additional services are required. The following format must be used to provide this information.

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

Table E-8.5. FUTURE VENDOR RATES PRICING WORKSHEET

Fiscal Year	Rate/Hr
SFY2027	\$215
SFY2028	\$221
SFY2029	\$228
SFY2030	\$235
SFY2031	\$242
SFY2032	\$249

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

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

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

The annual License Agreement will cover defect resolution and any necessary non-functional technology updates.

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. 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.

4. 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.

5. Audit

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

6. 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.

7. Control of All Component Elements

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

8. Custom Software and Source Code Escrow

8.1 Ownership of Code. All source code, object code, and related materials developed, modified, or provided by Contractor under this Agreement — including any customizations, configurations, extensions, enhancements, derivative works, forks of Contractor’s base

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

product, and custom-developed software created for the State — shall remain the sole and exclusive property of Contractor. The State acquires no ownership interest in such code, and Contractor retains all intellectual property rights therein. The State's rights in the Software are limited to the License Grant set forth in Exhibit D §1 and are subject to the restrictions in Exhibit D §3.

8.2 No Delivery of Source Code. Notwithstanding any other provision of this Agreement, Contractor shall not be required to deliver source code, development tools, build environments, or related materials to the State at any time, except as expressly provided through the escrow mechanism in §8.3.

8.3 Source Code Escrow. At the State's election and sole expense, the Parties may establish a source code escrow arrangement with a mutually agreed third-party escrow agent. Under such arrangement:

(a) Contractor shall deposit with the escrow agent a current copy of the source code and related materials for the iPD/iCX software licensed to the State, and shall update such deposit no less than annually for the duration of the Agreement.

(b) The escrow deposit shall be released to the State only upon the occurrence of one or more of the following Release Events:

(i) Contractor ceases its ongoing business operations, or that portion of its business operations relating to the licensing and maintenance of the Software;

(ii) Contractor makes an assignment for the benefit of creditors or becomes the subject of bankruptcy, insolvency, or similar proceedings that are not dismissed within ninety (90) days;

(iii) Contractor materially breaches its obligation to provide ongoing Support and Maintenance under this Agreement and fails to cure such breach within sixty (60) days of written notice from the State.

(c) Upon a Release Event, the State shall receive a worldwide, non-exclusive, non-transferable, paid-up right and license to use, copy, and modify the released source code solely for the purpose of maintaining and supporting the State's own licensed instance of the Software. The State shall not redistribute, sublicense, or use the released source code for any purpose other than continuity of its own operations. The State's rights under this §8.3(c) are conditioned on the State's continued compliance with the confidentiality obligations set forth in Exhibit D §3 (Restrictions).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 – DOT PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS
AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

(d) All fees associated with establishing and maintaining the escrow (including escrow agent fees, deposit fees, and verification fees) shall be borne by the State.

8.4 No Cross-Customer Rights. Nothing in this Agreement grants the State any right, license, or interest in enhancements, features, customizations, or other developments that Contractor creates for other customers, whether such work was performed before, during, or after the term of this Agreement. The State acknowledges that Contractor's base product and its ongoing evolution reflect work performed across Contractor's customer base, and that the State's rights in the Software are limited to those granted under Exhibit D §1 as applied to the iPD 2.0 deliverables under this Agreement.

Remainder of this page intentionally left blank.

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	James Smyth, Project Manager	Patrick Colburn, Contract/Project Manager	5 Days
Second	Chris Lunt, Technical Team Lead	Assistant Director of Project Development	10 Days
Third	Tim Daley, CTO/COO	Assistant 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.

EXHIBIT E – ADMINISTRATIVE SERVICES

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

4 ACCOUNTING

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

5 AUDIT

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

6 MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.2 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.

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 right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

Remainder of this page intentionally left blank.

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	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other. Confidential Information includes any and all information owned or managed by the State of 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.
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 another 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 #2025-092 - PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS AGREEMENT

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 to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 - PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS AGREEMENT

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 Contractor 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 - PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS AGREEMENT

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DoIT #2025-092 - PROJECT DEVELOPMENT AND CONSTRUCTION MANAGEMENT SYSTEMS AGREEMENT

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 Exhibit B: Statement of Work Business And Technical Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1 CONTRACTOR CERTIFICATES

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

Remainder of this page intentionally left blank.

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:

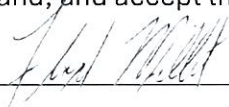
Contractor Signature:  Date: 2026/06/11

EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES

CERTIFICATION 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 not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Contractor Signature:  Date: 2026/06/11

State of New Hampshire

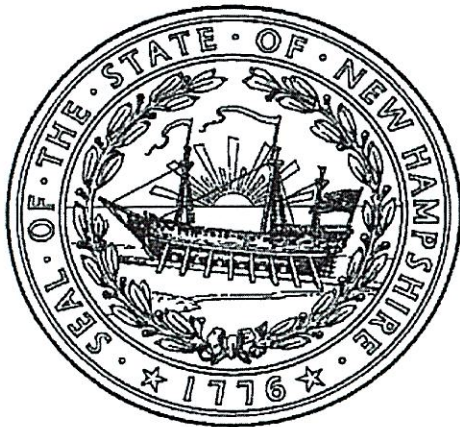
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EXEVISION, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on August 04, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 712583

Certificate Number: 0007920664



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 1st day of May A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan

Secretary of State

June 12, 2026

CERTIFICATE OF AUTHORITY

ExeVision, Inc.

I, **Floyd W. Millet**, hereby certify that I am the sole owner and President of ExeVision, Inc.

I further certify that I have served as President of ExeVision, Inc. since **January 1, 2017**, and that under the governing authority of the corporation, I am authorized to execute contracts, agreements, amendments, and other legally binding documents on behalf of ExeVision, Inc.

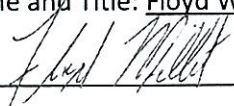
This authority includes the authority to enter into contracts and agreements with the **State of New Hampshire**, including the **New Hampshire Department of Transportation (NHDOT)**.

I certify that this authority remains in full force and effect as of the date of this certificate.

Executed this 12 day of June, 2026.

ExeVision Authorized Representative

Printed Name and Title: Floyd W. Millet, President Date: 2026/06/12

Signature: 

Witness: Tim Daley, COO/CTO

Signature:  Date: 2026/06/12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-01-2026

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 Foote Insurance Agency 305 N Freedom Blvd (PO Box 1445) Provo, UT 84601	CONTACT NAME: Richard Foote	
	PHONE (A/C, No, Ext): 801-756-5001 FAX (A/C, No): 801-756-5032	
	E-MAIL ADDRESS: dick@footeinsurance.com	
INSURED Exevision, Inc. 895 Baxter Drive South Jordan, UT 84095	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Insurance Company	
	INSURER B: Lloyds of London	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ (30) cancellation notice GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZPP-11N41804-24-I5	07/30/2025	07/30/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA-9K140089-24	07/30/2025	07/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	CUP-9K178320-23	07/30/2025	07/30/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2X80887A-24	07/30/2025	07-30-2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability & Technology Errors & Omissions			D1DAB7251001	12/7/2025	12/07/2026	Occurrence Limit 2,000,000 Aggregate Limit 5,000,000

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

State of New Hampshire

New Hampshire Dept of Transportation is named as an additional insured, as their interests may appear.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire New Hampshire Dept of Transportation 7 Hazen Drive Concord, NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE RGF

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT H – ADDITIONAL CONTRACTOR PROVIDED DOCUMENTS

EXHIBIT H – ADDITIONAL CONTRACTOR PROVIDED DOCUMENTS

1 ExeVision Functional Specification Document (FSD)

FUNCTIONAL SPECIFICATION DESIGN

NHDOT-4791

Payment Funding Strings

NHDOT-4791 introduces a Payment Funding layer to iPD that rolls up the existing Planned Funding (per Funding Group, per fiscal year) into a single project-level view tied to NH First / CloudSuite PO lines. The enhancement preserves the current fiscal-year spread calculation (Steps 1–6 on page 1) for Planned Funding entry, nothing about how funding gets “into” a funding group changes. What changes is how that funding is summarized, authorized, and consumed at the project level.

The work breaks into five capability additions:

1. Project-level rollout view (“Funding Summary” tab). A new tab on the Construction screen aggregates every Planned Funding row from every funding group on the project into a single PO-line table. The rollout key is “PO# + PO Line + AU + Account + Acct Category + SFY”, with PO Line implying SFY (one PO Line = one SFY). The view also surfaces unlinked rows (G&C-approved funding that does not yet have a PO Line) so the full approved budget is visible — not just the part NH First has consumed.
 2. Per-line technical correction column (“± NHDOT Adjustment”). A new editable adjustment column lets Finance apply balanced corrections to PO lines without re-opening the underlying Planned Funding. “Adjusted Funding Limit = Original Funding Limit + NHDOT Adjustment”.
 3. Contingency and G&C Adjustment as first-class funding strings. Both are now real funding strings with their own SFY + AU + Account + Acct Category. Multiple Contingency lines and multiple G&C lines are permitted per project, and the two are not mutually exclusive — a project may have both active simultaneously. Their amounts live in the “± NHDOT Adjustment” column (Original Funding Limit stays \$0) because they are not part of the original federally-approved budget.
 4. Mode (Calc / Manual) scoped per (Funding Group, SFY). The legacy per-line Manual/Calculated toggle is removed. A single Mode flag now governs every Planned-Funding row sharing a “(Funding Group, SFY)” pair — flipping one row flips all peers. Percentage allocations must sum to exactly 100% per (FG, SFY) in either mode (audit requirement).
 5. Pay Estimate dual-summary report. The pay-estimate output is split into two tables: a Funding Group Level Summary (all funding groups regardless of Active status — a construction tracking tool) and a Project Level Summary (only Active funding strings — the AP reconciliation view). Negative balances are flagged in red bold parentheses with an independent cascade at both FG and PO-line levels.
- Workflow impact. Negative balances are a soft warning, not a hard block. DCE is expected to catch overspend before approval; if missed, AP rejects the estimate, which reopens it, clears approvals, and routes back to CA + DCE for re-approval. On AP approval, the funding-spend snapshot is finalized in the database; future fund activations never trigger retroactive recalculation.
- Out of scope. No changes to the existing Planned Funding calculation engine (page 1 rules are preserved verbatim). No changes to G&C approval workflow upstream. No changes to NH First / CloudSuite PO line generation.

Maintain the following calculation rules

Business Rules (Current)

- Step 1: Break project into fiscal years
- Step 2: Count months in each year
- Step 3: Remove locked funding (if any)
- Step 4: Spread remaining money across months
- Step 5: Add 10% bonus to first year
- Step 6: Fix rounding in last year

Technical Pseudocode (Current)

- validate inputs
- load existing fiscal-year funding rows
- determine fiscal years from proceed date to completion date
- add any missing fiscal-year rows
- set month count for first year
- set month count for last year
- total = funding total
- reserve 10% for first year if project spans multiple years
- sum locked amounts
- sum months for unlocked years
- compute amount per unlocked month
- for each unlocked year:
 - if only one year:
 - assign full total
 - else if first year:
 - assign month share + 10%
 - else:
 - assign month share
- calculate rounding remainder
- add remainder to last unlocked year

Funding Group	Funding Total	Paid To Date	Balance	% Complete	Payment This Estimate
24509 - Londonderry - NH 128	\$112,240.86	\$12,000.00	\$100,240.86	10.69%	\$150,789.00
25502 - Pelham-Windham-Londonderry - NH 128	\$2,272,694.46	\$80,000.00	\$2,192,694.46	3.52%	\$5,000.00
25504 - Hudson-Londonderry - NH 102	\$2,681,326.53	\$50,000.00	\$2,631,326.53	1.86%	\$5,000.00
25505 - Amherst-Bedford - NH 101	\$3,193,183.23	\$12,000.00	\$3,181,183.23	0.38%	\$150,789.00
20524 - Londonderry - Peabody Row	\$38,026.83	\$2,300.00	\$35,726.83	6.05%	\$5,000.00
25519 - Londonderry - Smith Lane	\$15,007.27	\$1,546.00	\$13,461.27	10.30%	\$5,000.00
Incidentals	\$622,945.72	-	\$622,945.72	0.00%	\$5,000.00
	\$8,935,424.90	\$157,846.00	\$8,777,578.90	1.77%	\$326,578.00

Funding String	Total Authorized	Paid To Date	Available Balance	Payment This Estimate
43928-1-15-30540000-500870-T2970	\$1,566,779.37	\$47,353.80	\$1,519,425.57	\$97,973.40
43928-2-15-30390000-500870-T2960	\$10,060.33	\$7,892.30	\$2,168.03	\$16,328.90
43928-3-15-30540000-500870-T2970	\$7,311,637.00	\$86,815.30	\$7,224,821.70	\$179,617.90
43928-4-15-30390000-500870-T2960	\$46,948.20	\$15,784.60	\$31,163.60	\$32,657.80
43928-5-15-30390000-500870-2024 - Contingency	\$525,613.23	-	\$525,613.23	-
43928-6-15-30390000-500870-2024 - G&C Adjustment	\$1,000,000.00	-	\$1,000,000.00	-
43928-7-15-30390000-500870-2025 - Contingency	\$500,000.00	-	\$500,000.00	-
43928-8-15-30390000-500870-2025 - G&C Adjustment	\$1,000,000.00	-	\$1,000,000.00	-
PROJECT TOTAL	\$10,461,038.13	\$157,846.00	\$10,303,192.13	\$326,578.00

Overflow Spend Order (Not Displayed)
2
1
4
3

Description

The Pay Estimate output report. Top table = Funding Group Level Summary. Bottom table = Project Level Summary (per Funding String) with Contingency, G&C Adjustment, and Project Total rows. The "This Estimate" column (highlighted yellow) is the draft pay amount for the current period; once submitted, those values are memorialized.

Business Rules

Top Table — Funding Group Level Summary

- Scope: Shows every funding group on the project, regardless of 'Active' status. This is a construction tracking tool — not a reconciliation view.

Columns:

- 'Funding Total' — sum of 'Adjusted Funding Limit' for every Planned Funding row in the group.
- 'Paid To Date' — cumulative paid through prior approved estimates (snapshot in DB).
- 'Balance' — 'Funding Total - Paid To Date'. Renders **red bold parentheses** when negative.
- '% Complete' — 'Paid To Date ÷ Funding Total'.
- 'Payment This Estimate' — If 'Payment This Estimate' is greater than 'Balance,' then 'Payment This Estimate' should display in red. Otherwise, it should display in black. In subsequent estimates, if the FG Balance is negative, it should display in red and be shown in parentheses.

Negative Cascade: A funding group may have a negative balance if the affected PO lines remain positive. A negative funding group balance does not trigger the technical correction workflow.

Total row: Sums across all funding groups; renders red bold parents when net negative.

Bottom Table — Project Level Summary (per Funding String)

- Scope: Shows only 'Active = Yes' funding strings. This is the AP reconciliation view — what AP can pay against right now, aligned to NH First / CloudSuite PO line totals.

Columns:

- Funding String: 'PO# - PO Line - Company - AU - Account - Acct Cat' (e.g., '43928-1-15-30540000-500870-T2970').
- Total Authorized — 'Adjusted Funding Limit' for the line.
- 'Paid To Date' — Cumulative paid through prior approved estimates (snapshot in DB).
- 'Available Balance' — 'Total Authorized - Paid To Date'. Red bold parens when negative.
- 'Payment This Estimate' — If 'Payment This Estimate' is greater than 'Available Balance,' then 'Payment This Estimate' should display in red. Otherwise, it should display in black. If displayed in red, the technical correction NHDOT internal workflow would be triggered.

Contingency row:

Aggregates all Contingency funding strings on the project. 'Total Authorized' = sum of contingency 'Adjusted Funding Limit' values; 'Available Balance' reflects what remains after any draws from prior approved estimates.

G & C Adjustment row: Same treatment as Contingency, separately. Both rows can be populated simultaneously (Apr 28 — Contingency and G&C are not mutually exclusive).

Project Total row:

Aggregates Total Authorized, Paid To Date, Available Balance, and This Estimate across all rows.

Cascade Rule: The two tables flag negatives independently.

Condition	Effect
Any FG "Difference < 0"	FG row in red bold parens (top table)
Any PO line "Available Balance < 0"	Funding-String row in red bold parens (bottom table)
Both can fire independently	A PO line can go red without its FG going red, and vice versa

Resolution Path (when red flag fires)

- DCE catches before approval → adjusts via '± NHDOT Adjustment' on the Funding Summary tab, or returns to FG for Planned Funding correction.
- AP catches at review → rejects estimate → estimate reopens → approvals cleared → CA + DCE re-approve → AP re-reviews → fresh DB snapshot written on close.

Memorialization

- On pay-estimate submission: a temporary snapshot of all funding-spend values is written to the database.
- On AP approval: snapshot is finalized. No future fund activation, contingency activation, or G&C adjustment triggers a retroactive recalculation of an approved estimate.

Web

Menu

Welcome James Smyth

Log Out

Dashboard

Help

Dashboard

Estimate 12210C

Construction

Select Project: 12210C

Save

12210C

Daily Report

Quantity Book

1 - Bridge Hinds

2 - Bridge Hinds

3 - Bridge Hinds

4 - Roadway NH

5 - Roadway VT

6 - Other (58% N

7 - Boat Ramp N

8 - Utility VT (10

Asphalt Lots

Concrete Lots

Pay Estimate

1 - 07/31/2021

2 - 10/31/2021

3 - 11/30/2021

4 - 12/15/2021

5 - 12/31/2021

6 - 01/15/2022

7 - 01/31/2022

8 - 02/15/2022

9 - 02/28/2022

10 - 03/15/2022

11 - 04/15/2022

12 - 04/30/2022

13 - 05/15/2022

14 - 05/31/2022

15 - 06/15/2022

16 - 06/30/2022

17 - 07/15/2022

18 - 07/31/2022

19 - 08/15/2022

20 - 08/31/2022

Summary

Table Summary

B & E Summary

Funding

Field Personnel

Add Document

Notes

Name

Created By

Create Date

Actions

FAA Buy American_11-07-2025 Letting.pdf

John Doe

2026/01/01

Add PO Line

PO #	PO Line	Remit To Code	Company	AU	Exp Class	Account	Sub Account	Acct Category	App Code	IT Code	DBF	SFY	Active	Contingency	G&C Adjustment	Original Funding Limit	NHDOT Adjustment	Adjusted Funding Limit			
401R	1	B001	15	8910	400	500870		T2960			3018	2021	☐			\$10,000,000.00	\$1,000,000.00	\$11,000,000.00	☐	☐	actions
401R	2	B001	15	3054	400	500870		T2970			3018	2021	☐			\$4,009,197.14		\$4,009,197.14	☐	☐	Edit
401R	3	B001	15	8910	400	500870		T2970			3018	2021	☐			\$652,906.69		\$652,906.69	☐	☐	Delete
401R	4	B001	15	3054	400	500870		T2960			3018	2021	☐			\$1,825,931.42		\$1,825,931.42	☐	☐	actions
401R	5	B001	15	3054	400	500870		T2970			3018	2022	☐			\$8,638,834.99		\$8,638,834.99	☐	☐	actions
401R	6	B001	15	3054	400	500870		T2960			3018	2022	☐			\$2,050,112.02		\$2,050,112.02	☐	☐	actions
401R	7	B001	15	8910	400	500870		T2970			3018	2022	☐			\$1,175,252.04		\$1,175,252.04	☐	☐	actions
401R	8	B001	15	8910	400	500870		T2960			3018	2022	☐			\$5,030,069.36	(\$1,000,000.00)	\$4,030,069.36	☐	☐	actions
401R	9	B001	15	8910	400	500870		T2970			3018	2023	☐			\$735,254.55		\$735,254.55	☐	☐	actions
401R	10	B001	15	3054	400	500870		T2970			3018	2023	☐			\$19,462,579.65		\$19,462,579.65	☐	☐	actions
401R	11	B001	15	3054	400	500870		T2960			3018	2023	☐			\$4,595,674.67		\$4,595,674.67	☐	☐	actions
401R	12	B001	15	3054	400	500870		T2960			3018	2024	☐			\$3,225,344.08		\$3,225,344.08	☐	☐	actions
401R	13	B001	15	3054	400	500870		T2970			3018	2024	☐			\$8,683,468.44		\$8,683,468.44	☐	☐	actions
401R	14	B001	15	3054	400	500870		T2970			3018	2025	☐			\$2,345,765.00		\$0.00	☐	☐	actions
401R	15	B001	15	3054	400	500870		T2960			3018	2025	☐			\$1234,567.00		\$0.00	☐	☐	actions
401R	16	B001	15	3054	400	500870					3018	2025	☐	☐		\$0.00	\$3,058,526.78	\$3,058,526.78	☐	☐	Edit
401R	17	B001	15	3054	400	500870					3018	2025	☐	☐	☐	\$0.00	\$1,500,000.00	\$1,500,000.00	☐	☐	Delete
																Totals: \$72,430,390.05	\$4,558,526.78	\$76,988,916.83			

Description

The new Funding tab on the Construction screen, showing the project-level PO Line rollup. Document attachments at top, PO Line table below. Two navigation buttons at the bottom of the sidebar: Funding Summary (this view) and Funding Group - Funding (page 6).

- Structure**
- Shows the Funding Summary tab on the Construction screen of an iPD project.
 - Sub-navigation tabs (Summary, Table Summary, B & E Summary, Funding, Field Personnel) are unchanged.
 - Funding tab content has two regions: Documents (top) and PO Line Rollup (bottom).
- Funding Summary

Funding Group - Funding

Field	Behavior
"Add Document"	Opens file-picker dialog. Attached file appears in the document grid with creator and create date.
Document grid "X" (Actions)	Deletes the attachment after confirmation.
"Notes" (top right)	Free-text project-level note. Persists with the project.
"Reports" link	Generates the Pay Estimate Report (page 2 layout).
"Add PO Line"	Opens the Add / Modify Funding Line modal (page 4) with all fields blank. Used to create a new project-level rollup row, including Contingency or G&C lines.
Row "actions" "X" - Edit	Opens the modal (page 5) with rollup-key fields read-only and adjustable fields editable.
Row "actions" "X" - Delete	Removes the rollup row. Underlying Planned Funding rows are not deleted, only the project-level rollup linkage.
"Funding Summary" button (sidebar)	Stays on this view.
Funding Group - Funding" button (sidebar)	Navigates to the per-FG NH First Funding screen (page 6).

Rollup Key

- Linked rows: "(PO Line + AU + Account + Acct Cat + SFY)". PO Line implies SFY — one PO Line is always tied to exactly one fiscal year.
- Unlinked rows: "(AU + Account + Acct Cat + SFY)" with PO Line blank. These appear when G&C has approved funding but Reagan/Joan have not yet linked a PO Line (typical after July 1 budget roll-forward).

Column	Rule
"PO #", "PO Line", "Remit", "Comp"	From the rollup-key tuple. PO Line blank for unlinked rows.
"Active"	"Yes" if any contributing source FundingStrings row is "Active = Yes". Always "No" for unlinked rows until a PO is attached.
"Contingency"	"Yes" if the row represents a Contingency funding string.
"G&C"	"Yes" if the row represents a G & C Adjustment funding string.
"Original Funding Limit"	Read-only. Sums from underlying FundingStrings rows. \$0.00 for Contingency and G&C rows.
"± NHDOT Adjustment"	Editable. Per-line technical correction. Holds the full amount for Contingency and G&C rows.
"Adjusted Funding Limit"	Read-only. "± Original Funding Limit + NHDOT Adjustment".

Auto-attach Behavior

- Entering a PO# on a previously unlinked rollup row propagates that PO# to every Funding Strings row sharing "(AU + Account + Acct Cat + SFY)".
- After auto-attach, the row's "Active" flag re-evaluates against the now-linked source rows.

Spend Order

- SFY first across all funding groups.
- a single SFY, regular PO lines are exhausted before any Contingency draw.
- draws BEFORE Contingency unless explicitly overridden by Finance.

Total(s) Row

- Sums "Original Funding Limit", "± NHDOT Adjustment", and "Adjusted Funding Limit" across all visible rows.

Security

- A security role can be granted read/write or read only to all controls on the page.
- All security roles will have by default read only rights.

Add / Modify Funding Line	
PO #:	Acct Category:
PO Line:	App Code:
Remit To Code:	IT Code:
Company:	DBF:
AU:	SFY:
Exp Class:	Active: ☐
Account:	Contingency: ☐
Sub Account:	G & C Adjustment: ☐
	Original Funding Limit: \$0.00
	NHDOT Adjustment: \$3,058,526.78
	Adjusted Funding Limit: \$3,058,526.78
Save Cancel	

Description

The modal opened from 'Add PO Line' on page 3. All fields editable. Demonstrates a Contingency line: 'Contingency' checked, 'Original Funding Limit' = '\$0.00', 'NHDOT Adjustment' = '\$3,058,526.78', 'Adjusted Funding Limit' = '\$3,058,526.78'. The same modal handles regular linked rows, unlinked rows, Contingency rows, and G&C Adjustment rows.

Selecting the Contingency or G&C Adjustment checkbox will override the spending rules established at the funding group (FG) level (e.g., 70/20/10 within the same fiscal year). Contingency and G&C Adjustment funds may be applied to any funding group.

Note:

Although Contingency and G&C Adjustment funds may be used across funding groups, the code must enforce that the AU of the funding group matches the AU of the Contingency or G&C Adjustment being applied.

Example:

A contingency line that is 100% AU3054 cannot be applied to a funding group requiring AU3039 funds. In this situation, Finance will perform a technical correction. The original contingency line, previously 100% AU3054, would be split to include a portion allocated to AU3039 in a new contingency line, resulting in two contingency lines for the contract.

Field Behaviors

Field	Behavior
"PO #"	Dropdown of valid PO numbers for the project. Optional — leave blank to create an unlinked row. Entering a PO# triggers auto-attach (see page 3).
"PO Line"	Dropdown filtered by selected PO #. Implies SFY — selecting a PO Line prefills SFY and disables manual SFY edit.
"Remit To Code", "Company"	Pulled from PO header when PO # is set; manually selectable for unlinked rows.
"AU", "Exp Class", "Account", "Sub Account"	Funding-string identifiers. Required.
"Acct Category"	Dropdown (e.g., T2970, T2960). Required.
"App Code", "IT Code", "DBF"	Optional metadata.
"SFY"	Required. Read-only when PO Line is set.
"Active"	Checkbox. When unchecked, row is excluded from the Project-Level Summary on the Pay Estimate Report.
"Contingency"	Checkbox. When checked, this row is a Contingency funding string. Forces "Original Funding Limit" to "\$0.00", amount must be entered in "NHDOT Adjustment".
"G & C Adjustment"	Checkbox. Same behavior as Contingency. Independent of Contingency — both may be checked off (regular row) or one may be checked (Contingency row OR G&C row). A row may not have both Contingency and G&C checked simultaneously (mutually exclusive per row, but not per project — a project may have both Contingency rows and G&C rows).
"Original Funding Limit"	Read-only. "\$0.00" when Contingency or G&C is checked; otherwise sums from contributing FundingStrings rows.
"NHDOT Adjustment"	Editable. Holds the contingency / G&C amount, or the technical-correction delta for regular rows.
"Adjusted Funding Limit"	Read-only. "= Original Funding Limit + NHDOT Adjustment".

Buttons

Button	Behavior
Save	Persists changes. Recomputes totals on page 3.
Cancel	Discards changes; closes modal.

Validation Rules

- Multiple Contingency lines allowed per project. Each must have its own '(SFY + AU + Account + Acct Cat)'.
- Multiple G&C Adjustment lines allowed per project. Each must have its own '(SFY + AU + Account + Acct Cat)'.
- Contingency and G&C are not mutually exclusive at the project level (Apr 28 reversal of Apr 22).
- Contingency and G&C are mutually exclusive at the row level — a single rollup row cannot be both.
- If 'Contingency' or 'G&C Adjustment' is checked, 'NHDOT Adjustment' is required and 'Original Funding Limit' is forced to '\$0.00'.
- Activation is manual only — Finance flips 'Active' when funds are released. Contingency is never auto-tapped at runtime.

[Funding Summary](#)
[Funding Group - Funding](#)

Add / Modify Funding Line

PO Line:		App Code:	
Remit To Code:		IT Code:	
Company:		DBF:	
AU:		SFY:	
Exp Class:		Active:	☐
Account:		Original Funding Limit:	\$10,000,000.00
Sub Account:		NHDOT Adjustment:	\$1,000,000.00
		Adjusted Funding Limit:	\$11,000,000.00

Description

The same modal as page 4, but opened via row 'Edit' on a regular linked PO line. Identifier fields are greyed (read-only) because they form the rollout key. Demonstrates a regular row: 'Original Funding Limit' = '\$10,000,000.00', 'NHDOT Adjustment' = '\$1,000,000.00', 'Adjusted Funding Limit' = '\$11,000,000.00'.

Read-only vs. Editable

State	Fields
Read-only (grey)	"PO Line", "Remit To Code", "Company", "AU", "Exp Class", "Account", "Sub Account", "App Code", "IT Code", "DBF", "SFY", "Original Funding Limit", "Adjusted Funding Limit"
Editable	"Active", "NHDOT Adjustment"

Why the rollout-key fields lock on edit

- The rollout key 'PO Line + AU + Account + Acct Cat + SFY' defines the row's identity. Changing it would silently re-target a different group of source FundingStrings rows.
 - To change identifier fields, the user must 'Delete' the rollout row and 'Add PO Line' to recreate.
 - Underlying source FundingStrings rows are edited from Funding Group - Funding (page 6), not here.
- Computed Fields
- 'Original Funding Limit' recomputes live from underlying FundingStrings rows whenever this modal opens.
 - 'Adjusted Funding Limit' recomputes live as 'Original + NHDOT Adjustment' while the user types in 'NHDOT Adjustment'.
 - Active Toggle Behavior
 - When 'Active' flips here, the change applies at the rollout level only. It does not override the Active flag on the underlying FundingStrings rows.
 - If any underlying FundingStrings row is 'Active = Yes', the rollout row remains 'Active = Yes' regardless of this toggle (OR-logic from Apr 28). The toggle is editable but advisory in mixed-state cases.

Buttons

Button	Behavior
Save	Persists changes. Recomputes totals on page 3.
Cancel	Discards changes; closes modal.

[Funding Summary](#)[Funding Group - Funding](#)

The screenshot displays the 'Funding Group - Funding' web application. The main table lists funding lines with columns: PO #, PO Line, Remit To, Company, AU, Exp Class, Account, Sub Account, Acct Cat, App Code, IT Code, DBF, SFY, Active, Contingency, G&C, and Funding Limit. A modal 'Add / Modify Funding Line' is open, showing fields for PO #, PO Line, Remit To, Company, AU, Exp Class, Account, Sub Account, Acct Cat, App Code, IT Code, DBF, SFY, Active, Contingency, G&C, and Funding Limit. A 'Remove Locked' checkbox is highlighted in red. A 'Remove Manual / Calculated Toggle' is also highlighted in red. A green callout box at the bottom right indicates 'Calculated Toggled Off'.

Description

The existing per-Funding-Group Planned Funding screen with the "Add / Modify Funding Line" modal open. Two callouts in red mark removals: "Remove Locked" checkbox (top right of the grid) and "Remove Manual / Calculated Toggle" (per-line toggle inside the modal). Bottom-right green callout ("Calculated Toggled Off") shows the legacy mode that is being removed.

Tab Structure (unchanged)

- This is the Funding Group - Funding screen -- one screen per funding group on the project. Reached via the "Funding Group - Funding" button (sidebar nav from page 3).
- Grid lists all Planned Funding rows for the funding group across all SFYs.

Removals

Removed control	Reason	Replacement
Per-row "Locked" checkbox (column on grid)	Locked-funding semantics now expressed via Mode + Active.	None -- locked behavior replaced by Mode toggle scoping.
Per-line "Manual / Calculated" toggle (inside Add/Modify modal)	Mode is now scoped to "(Funding Group, SFY)", not per-line.	A single "Mode" toggle per "(FG, SFY)" block, set at the grid level (replaces the upper-right "Manual" switch).
Per-line "Calculated Funding Limit" toggle (green call-out, bottom right)	Same reason as above.	Mode lives at the FG/SFY block, all peer rows inherit.

Mode Toggle

- One Mode flag governs every row sharing a "(Funding Group, SFY)" tuple.
- Flipping Mode for one row flips every peer row in the same "(FG, SFY)" block.
- Calc mode: "Funding Limit = Item Estimate Total x Percent". Percent is editable; Funding Limit is computed.
- Manual mode: "Funding Limit" is editable directly; Percent becomes display-only and recomputes as "Funding Limit ÷ Item Estimate Total".

Percentage Allocation Rule

- Within any "(Funding Group, SFY)" tuple, percentages must sum to exactly 100% -- in both Calc and Manual modes.
- Single-row "(FG, SFY)" entries are auto-set to 100%.
- Multi-row "(FG, SFY)" splits (e.g. FG-7 Incidentals across T2970 federal and T2960 turnpike) require user-entered percentages totaling 100%.
- Validation column flags any "(FG, SFY)" whose percentages do not sum to 100%; the row renders pink until corrected.
- Rule applies regardless of Mode -- this is an audit and multi-funded-project visibility requirement.

Contingency / G&C Rows on this screen

- Contingency and G&C funding strings are not entered here. They are entered exclusively from page 4 (project-level modal).
- Reason: Contingency and G&C are project-scope concepts, not funding-group-scope.

Buttons

Button	Behavior
"Add Funding Line"	Opens the Add/Modify modal (FG-scoped variant -- no Contingency/G&C checkboxes here).
Row "actions" --> Edit	Opens the modal with the row's values populated.
Row "actions" --> Delete	Removes the Planned Funding row after confirmation. Triggers re-evaluation of the percentage-sum rule for the affected "(FG, SFY)".
"Save" (modal)	Validates, persists, recomputes percentages, updates the rollout view (page 3) on tab switch.
"Cancel" (modal)	Discards changes, closes modal.
"Funding Summary" button	Navigates to page 3.
"Funding Group - Funding" button	Stays on this view (per-FG selector unchanged).

Spread Engine (unchanged)

- The fiscal-year spread engine described on page 1 (Steps 1-6) continues to populate this grid when a new Planned Funding entry is created from the Estimate.
- Apr 28 changes affect how the user adjusts these rows after creation (Mode scope, percentage rule), not how they are initially generated.

Funding Summary

Funding Group - Funding

FUNCTIONAL SPECIFICATION DESIGN

NHDOT-4791

Signatures

Gap Analysis and Design Approval

By signing this design approval, the undersigned confirms that the proposed design satisfies the fully met requirements, in addition the related requirements for the specified pages, as documented in the current Functional Specification Document (FSD). This sign-off affirms that, if implemented as designed, the solution will fulfill the agreed-upon business and technical objectives.

During the period of development and testing, minor changes to the design can be identified and addressed accordingly. Examples of minor changes are simple field additions, label changes, and formatting. If a change is determined to be above a minor change a discussion will take place with both parties before a decision will be made to proceed with the change request.

Date: 06/12/2026 Name: Patrick Colburn Signature: Patrick Colburn

Digitally signed by Patrick Colburn
DN: C=US,
E=patrick.colburn@dot.nh.gov,
O=NHDOT, OU=B30, CN=Patrick
Colburn
Date: 2026.06.12 14:07:38-04'00'

Implementation Approval

By signing this implementation approval, the undersigned acknowledges that the solution has been developed and delivered in accordance with the approved design and the requirements specified in the Functional Specification Document (FSD). This approval confirms that the implemented functionality aligns with the defined scope and objectives.

Any changes, additions, or revisions to the delivered solution—including those based on evolving preferences, new requirements, or re-evaluation of previously approved elements—must be addressed through a formal change control process or enhancement request. This ensures that post-implementation updates are managed collaboratively, transparently, and with appropriate oversight.

Date: _____ Name: _____ Signature: _____