



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JUL 12 '16 PM 12:09 EST

*WLF* *DM*

JOHN J. BARTHELMES  
COMMISSIONER

June 24, 2016

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

### Requested Action

Authorize the Department of Safety, Division of Administration, Bureau of Road Toll, to enter into a contract with Cambridge Systematics, Inc. (VC#210195-B001) 100 Cambridge Park Drive, Cambridge, MA, in the amount of \$39,996.00 for consulting services to develop a commercial vehicle information system and network (CVISN) program plan and top-level design (PP/TLD). Effective upon Governor and Council approval through March 31, 2017. Funding source: 100% Federal Funds (CVISN Grant).

Funds are available in the SFY 2017 operating budget as follows:

02-23-23-232010-29120000	Dept. of Safety – Division of Administration – CVISN Grant	SFY 2017
102-500731	Contracts for Program Services	\$39,996.00

### Explanation

This contract provides for consulting services to develop a CVISN program plan and top-level design in order to establish a set of Core CVISN functionality as required by the Federal Motor Carrier Safety Administration (FMCSA). The CVISN program is a nationwide information sharing and partnership effort supported by FMCSA. CVISN consists of information systems and communication networks owned and operated by governments, motor carriers, and other stakeholders. These information systems support capabilities in the areas of commercial vehicle operations (CVO) safety information exchange, credentials administration, and electronic screening. FMCSA has defined a set of Core CVISN functionality associated within these areas that each State receiving federal CVISN funding is required to include in its CVISN program.

The Department of Safety is seeking to attain Core Compliance status, including formally planning its future involvement in the CVISN program in part with development of a Core CVISN PP/TLD. By attaining the required PP/TLD, the Department of Safety will be able to progress towards obtaining Core Compliance. The top-level design process includes but is not limited to setting the CVISN New Hampshire program scope, defining top-level requirements, and laying out an initial high-level design for New Hampshire systems. The top-level design leads into the program plan, which lays out management and technical planning related to how New Hampshire will incrementally deploy CVISN capabilities and systems.

A Request for Proposal was posted on the state website from December 1, 2015 to January 22, 2016, resulting in the receipt of three proposals. After the review and scoring of each proposal by the evaluation committee, Cambridge Systematics was the selected vendor, with the best score and the lowest cost.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

BID SUMMARY  
RFP 2016-075 CVISN

**Responding Company**  
Cambridge Systematics, Inc.  
Iteris, Inc.  
Southwest Research Instituted (SwRI)

**Company's Address**  
100 Cambridge Park Drive, Suite 400, Cambridge, MA 02140  
1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705  
6220 Culebra Road, San Antonio, TX 78228

Criteria	Max Pts	Cambridge Systematics, Inc.	Iteris, Inc.	SwRI
Staff Prior Experience/Qualifications	100	92.5	81.25	67.50
Technical, Service, & Project Management Expertise	100	98.75	73.75	56.25
Vendor Solution	100	95	86.25	63.75
Vendor Price (Rates and Pricing)	200	200	199.98	199.98
<b>TOTAL</b>		<b>486.25</b>	<b>441.23</b>	<b>387.48</b>

**Definitions of Scoring Criteria**

- Staff Prior Experience/Qualifications** Vendor staff prior involvement and qualifications related to developing a core commercial vehicle information system and network program plan / top-level design
- Technical, Service, & Project Management Expertise** Vendor technical expertise, service delivery and experience, and project management expertise related to developing a core commercial vehicle information system and network program plan / top-level design.
- Vendor Solution** Vendor proposed solution related to developing a core commercial vehicle information system and network program plan / top-level design - project execution, interface documentation, status meetings and reports, risk and issue management, scope control, preparation of related state staff, quality assurance, and work plan.
- Vendor Price (Rates and Pricing)** Lowest price by formula: Vendor's Cost Score=(Lowest Proposed Cost / Vendor's Proposed Cost) X 200

Evaluation Committee	
Scott Bryer, Bureau Chief	Mr. Bryer has worked for the State for over 28 years, serving as the Bureau Chief of Road Toll for the past 15 years. He previously served as a Senior Financial Audit manager with the Office of Legislative Budget Assistant with the Audit Division. Mr. Bryer has a BS in Management with a concentration in accounting and MBA from Southern New Hampshire University, as well as CPA and CGMA certifications.
David Bujino, EDI Coordinator/Auditor III	Mr. Bujino, who has worked for the State over 21 years, is currently the Electronic Data Interchange (EDI) Coordinator for the Bureau of Road Toll with experience collecting motor fuel taxes and environmental fees, conducting associated licensing, administering, and testing related software. He has experience with the IFTA and IRP Programs which are part of CVISN. Mr. Bujino has a BA in Biology and a Master of Public Administration degree from University of New Hampshire. He is also a Certified Public Supervisor.
Nicole Armaganian, Troop Commander, Troop G	Lt. Armaganian has been a Trooper with the NH State Police for 16 years. She has served at Troop G, which is the only law enforcement entity authorized by State Statute to conduct motor carrier safety inspections. As Commander, the Lieutenant currently oversees this program; however, she previously conducted compliance reviews and new entrant safety audits as part of the Motor Carrier New Entrant Program along with conducting motor carrier inspections level 1-5, hazardous materials inspections, cargo tank inspections, and passenger carrier inspections.
Kyra Leonard, Administrator IV	Ms. Leonard is currently Administrator of the Department of Safety's Business Office. She has been a State of New Hampshire employee since 2008. During that time, she has worked as a Road Toll Auditor II and has served in various financial roles with both the Department of Safety and the Department of Health and Human Services. Ms. Leonard has her MS in Organizational Leadership, as well as a Graduate Certificate in Finance.



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

**Denis Goulet**  
*Commissioner*

June 20, 2016

John J. Barthelmes  
Commissioner  
NH Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Safety (DOS) has approved your agency's request to enter into a contract with Cambridge Systematics. Project Name: Commercial Vehicle Information System and Network (CVISN), as described below and referenced as DoIT No. 2016-075.

The purpose of this contract is to provide consulting services to develop a CVISN Program Plan/Top Level Design (PP/TTL) for the Department of Safety. The PP/TLD developed by the consultant must be compliant with and approved by the Federal Motor Carrier Safety Administration. The funding amount is a fixed cost of \$39,996, and the contract shall become effective upon Governor and Council approval through March 31, 2017.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/mh  
DOIT 2016-075

cc: Scott Bryer, DOS

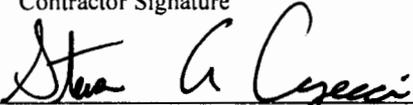
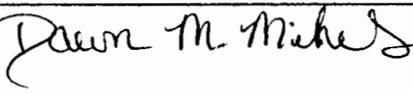
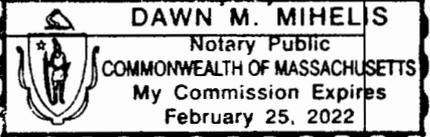
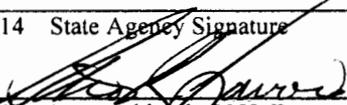
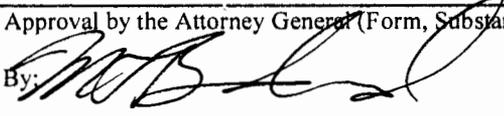
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Cambridge Systematics, Inc.		1.4 Contractor Address 100 Cambridge Park Drive, Suite 400, Cambridge, MA 02140	
1.5 Contractor Phone Number 617-354-0167	1.6 Account Number 02-23-23-232010-29120000,	1.7 Completion Date No later than March 31, 2017	1.8 Price Limitation \$39,996
1.9 Contracting Officer for State Agency Scott Bryer		1.10 State Agency Telephone Number 603-223-8081	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steven A. Capecci, Chief Operating Officer	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>6/24/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Dawn M. Mihelis			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/30/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CVISN  
DOS CONTRACT 2016-075  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology  
Contract Cover Sheet**

<b>Name of Agency/Division: Department of Safety, Division of Administration</b>	
<b>Contract Number/Name: CVISN Program Plan/Top Level Program</b>	
<b>Contract Purpose:</b> The Department of Safety is engaging Cambridge Systematics to design and develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved.	
<b>Name of Vendor:</b> Cambridge Systematics	<b>Who Negotiated the Contract:</b> Department of Safety
<b>Amount of Contract:</b> \$39,996	<b>Funding Source:</b> 02-23-23-232020-29120000
<b>Term of Contract:</b> No later than 3/31/17	<b>Is this an amendment?</b> No
<b>Competitive Bid Process: (Explain if "No")</b> RFP issued 12/1/2015. 3 bids received. Lowest eligible bid accepted.	
<b>Background Information:</b> The Department of Safety is engaging Cambridge Systematics to design and develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved.	
<b>Special Concerns:</b> n/a	
<b>Amendment History (if applicable):</b> n/a	
<b>Submitted By:</b> David Bujno	<b>Current Date:</b> 3/14/16
<b>Phone:</b> (603) 223-8075	<b>Email:</b> david.bujno@nh.dos.gov

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CVISN  
DOS CONTRACT 2016-075  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CVISN  
DOS CONTRACT 2016-075  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

TERMS AND DEFINITIONS

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Authorized Persons</b>	The Cambridge Systematics's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Cambridge Systematics to perform the services required.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
CVISN  
DOS CONTRACT 2016-075  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
<b>Contractor</b>	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this Project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as "code signing."

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<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by Cambridge Systematics as essential to work on the Project.
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than personal data, 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.
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls

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	over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Protected Health Information (PHI)</b>	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract

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<b>Cambridge Systematics</b>	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Cambridge Systematics'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.
<b>Software Deliverables</b>	Software and Enhancements
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>

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<b>State Data</b>	For SaaS applications means 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 Cambridge Systematics's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Cambridge Systematics.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Identified Contact</b>	The person or persons designated in writing by the State to receive security incident or breach notification.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this

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	schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The 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.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Safety ("State"), and Cambridge Systematics Inc a Massachusetts Corporation, ("Cambridge Systematics or CS") having its principal place of business at 100 CambridgePark Drive, Suite 400, Cambridge, MA 02140.

The Department of Safety is engaging Cambridge Systematics to design and develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved.

**RECITALS**

Whereas the State desires to have Cambridge Systematics provide a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved, and associated Services for the State;

Whereas Cambridge Systematics wishes to provide a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2016-075) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Requirements
  - Exhibit G- Work Plan
  - Exhibit H- Agency RFP with Addendums, by reference
  - Exhibit I- Certificates and Attachments

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**1.2 ORDER OF PRECEDENCE**

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

- a. State of New Hampshire, Department of Safety Contract Agreement 2075-075, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Safety RFP 2075-075.
- c. Vendor Proposal Response to RFP 2075-075

**2. CONTRACT TERM**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and end upon FMCSA approval on or before March 31, 2017.

Cambridge Systematics shall commence work upon issuance of a Notice to Proceed by the State.

**Time is of the essence in the performance of Cambridge Systematics's obligation under the contract.**

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

**3.2 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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Cambridge Systematics shall not be responsible for any delay, act, or omission of such other vendors, except that Cambridge Systematics shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Cambridge Systematics.

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**4. CONTRACT MANAGEMENT**

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

**4.1 THE CONTRACTOR'S CONTRACT MANAGER**

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

Steven A. Capecci, PMP  
Chief Operating Officer  
100 CambridgePark Drive, Suite 400  
Cambridge, MA 02140  
Tel: 617-354-0167  
Email: scapecci@camsys.com

**4.2 THE CONTRACTOR'S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

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

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

**4.2.3** Cambridge Systematics shall not change its assignment of Cambridge Systematics Project Manager without providing the State written justification and

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obtaining the prior written approval of the State. State approvals for replacement of Cambridge Systematics's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Cambridge Systematics Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. Cambridge Systematics shall assign a replacement Cambridge Systematics Project Manager within ten (10) business days of the departure of the prior Cambridge Systematics Project Manager, and Cambridge Systematics shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Cambridge Systematics Project Manager.

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

4.2.5 Cambridge Systematics Project Manager is:  
Lisa Destro  
Associate  
100 CambridgePark Drive, Suite 400  
Cambridge, MA 02140  
Tel: 617-234-0502  
Email: [ldestro@camsys.com](mailto:ldestro@camsys.com)

### 4.3 Cambridge Systematics KEY PROJECT STAFF

4.3.1 Cambridge Systematics shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Cambridge Systematics Key Project Staff. The State reserves the right to require removal or reassignment of Cambridge Systematics's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

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- 4.3.2** Cambridge Systematics shall not change any Cambridge Systematics Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Cambridge Systematics Key Project Staff will not be unreasonably withheld. The replacement Cambridge Systematics Key Project Staff shall have comparable or greater skills than Cambridge Systematics Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,
- 4.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Cambridge Systematics in default and to pursue its remedies at law and in equity, if Cambridge Systematics fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Cambridge Systematics's replacement Project staff.

**4.4 STATE CONTRACT MANAGER**

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

Steven R. Lavoie  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
Tel: (603) 223-8020  
Fax: (603) 271-4017  
Email: steven.lavoie@dos.nh.gov

**4.5 STATE PROJECT MANAGER**

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

- a. Leading the Project;
- b. Engaging and managing all Cambridge Systematicss;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

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Scott Bryer  
New Hampshire Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
Tel: (603) 223-8081  
Email: Scott.Bryer@dos.nh.gov

Lieutenant Nicole Armaganian  
New Hampshire Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
Tel: (603) 223-8916  
Email: Nicole.armaganian@dos.nh.gov

#### **4.6 REFERENCE AND BACKGROUND CHECKS**

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

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

### **5. DELIVERABLES**

#### **5.1 CONTRACTOR RESPONSIBILITIES**

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

Cambridge Systematics may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. . Cambridge Systematics must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Cambridge Systematics to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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**5.2 DELIVERABLES AND SERVICES**

Cambridge Systematics shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

**5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

After receiving written Certification from Cambridge Systematics that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Cambridge Systematics in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Cambridge Systematics's written Certification. If the State rejects the Deliverable, the State shall notify Cambridge Systematics of the nature and class of the Deficiency and Cambridge Systematics shall correct the Deficiency within the period identified in the Work Plan. If no period for Cambridge Systematics's correction of the Deliverable is identified, Cambridge Systematics shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Cambridge Systematics of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Cambridge Systematics fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Cambridge Systematics to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Cambridge Systematics in default, and pursue its remedies at law and in equity.

**6. SOFTWARE**

There are no software deliverables.

**7. SERVICES**

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

**8. WORK PLAN DELIVERABLE**

Cambridge Systematics shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

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The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Cambridge Systematics shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

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

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

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

**9. CHANGE ORDERS**

The State may make changes or revisions 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 Cambridge Systematics's receipt of a Change Order, Cambridge Systematics shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Cambridge Systematics may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Cambridge Systematics's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change

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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.

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

**10. INTELLECTUAL PROPERTY**

**10.1 SOFTWARE TITLE**

**Not applicable**

**10.2 STATE'S DATA AND PROPERTY**

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under 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. Cambridge Systematics shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

**10.3 CONTRACTOR'S MATERIALS**

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

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

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**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

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

**10.5 SURVIVAL**

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

**11 USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 USE OF STATE'S INFORMATION**

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

**11.2 STATE CONFIDENTIAL INFORMATION**

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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the State Confidential Information, and Cambridge Systematics shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

**11.3 CONTRACTOR CONFIDENTIAL INFORMATION**

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

**11.4 SURVIVAL**

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

**12 LIMITATION OF LIABILITY**

**12.1 STATE**

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

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**12.2 Cambridge Systematics**

Subject to applicable laws and regulations, in no event shall Cambridge Systematics be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Cambridge Systematics's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

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

**12.3 STATE'S IMMUNITY**

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

**12.4 SURVIVAL**

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

**13 TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

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

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide Cambridge Systematics written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Cambridge Systematics fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Cambridge

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Systematics notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

- b. Give Cambridge Systematics a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Cambridge Systematics during the period from the date of such notice until such time as the State determines that Cambridge Systematics has cured the Event of Default shall never be paid to Cambridge Systematics.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Cambridge Systematics shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**13.2 TERMINATION FOR CONVENIENCE**

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

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

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**13.3 TERMINATION FOR CONFLICT OF INTEREST**

**13.3.1** The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

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

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

**13.4 TERMINATION PROCEDURE**

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

**13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Cambridge Systematics shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. 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 Cambridge Systematics and in which the State has an interest;

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- e. During any period of service suspension, Cambridge Systematics shall not take any action to intentionally erase any State data.
  - 1. In the event of termination of any services or agreement in entirety, Cambridge Systematics shall not take any action to intentionally erase any State data for a period of:
    - 10 days after the effective date of termination, if the termination is in accordance with the contract period
    - 30 days after the effective date of termination, if the termination is for convenience
    - 60 days after the effective date of termination, if the termination is for cause
  - 2. After such period, Cambridge Systematics shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. 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; and
- g. Cambridge Systematics shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. Cambridge Systematics shall securely dispose 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)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that Cambridge Systematics has surrendered to the State all said property.

**14 CHANGE OF OWNERSHIP**

In the event that Cambridge Systematics should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Cambridge Systematics, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Cambridge Systematics, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Cambridge Systematics, its successors or assigns.

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**15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** Cambridge Systematics shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

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

**16 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:

**Dispute Resolution Responsibility and Schedule Table**

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<b>LEVEL</b>	<b>Cambridge Systematics</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b> <i>SAC</i>	<del>Sudha Ramanathan</del> Senior Associate <i>Lisa Destro, Associate</i>	Scott Bryer & Lt. Nicole Armaganjan State Project Manager (PM)	5 Business Days
<b>First</b>	Steven Capecci Chief Operating Officer	Steven Lavoie Director	10 Business Days
<b>Second</b>	Brad Wright Chief Executive Officer & President	John Barthelmes Commissioner	15 Business Days

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

**17 GENERAL TERMS AND CONDITIONS**

**17.1 COMPUTER USE**

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Cambridge Systematics access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Cambridge Systematics access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Cambridge Systematics must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement

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

- e. That if Cambridge Systematics is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**17.2 EMAIL USE**

Mail 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." Cambridge Systematics understand and agree that use of email shall follow State standard policy (available upon request).

**17.3 INTERNET/INTRANET USE**

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

**17.4 REGULATORY GOVERNMENT APPROVALS**

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

**17.5 INSURANCE CERTIFICATE**

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

**17.6 EXHIBITS**

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

**17.7 VENUE AND JURISDICTION**

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

**17.8 SURVIVAL**

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

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Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

**17.9 FORCE MAJEURE**

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

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

**17.10 NOTICES**

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

TO CAMBRIDGE SYSTEMATICS:  
STEVEN CAPECCI  
100 CAMBRIDGEPARK DRIVE  
SUITE 400  
CAMBRIDGE, MA 02140  
TEL: (617)354-0167  
E.MAIL: SCAPECCI@CAMSYS.COM

TO STATE:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
33 HAZEN DRIVE  
CONCORD, NH 03305  
TEL: (603) 223-8081

**17.11 DATA PROTECTION**

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

- a. Cambridge Systematics 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 data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Cambridge Systematics applies to its own personal data and non-public data of similar kind.
- b. All data obtained by Cambridge Systematics in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled

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access. Unless otherwise stipulated, Cambridge Systematics is responsible for encryption of the personal data.

d. Unless otherwise stipulated, Cambridge Systematics shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to Cambridge Systematics. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

e. 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 Cambridge Systematics or any party related to Cambridge Systematics for subsequent use in any transaction that does not include the State.

f. Cambridge Systematics shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

**17.12. DATA LOCATION**

Cambridge Systematics shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. Cambridge Systematics shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Cambridge Systematics shall permit its personnel and contractors to access State data remotely only as required to provide technical support. Cambridge Systematics may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

**17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION**

Cambridge Systematics shall inform the State of any security incident or data breach in accordance with NH RSA 189:66(III)(A)(1)..

a. Incident Response: Cambridge Systematics 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 Cambridge Systematics communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: Cambridge Systematics shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If Cambridge Systematics has actual knowledge of a

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confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, Cambridge Systematics shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**17.14. BREACH RESPONSIBILITIES**

This section only applies when a data breach occurs with respect to personal data within the possession or control of Cambridge Systematics.

a. Cambridge Systematics, 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.

b. Cambridge Systematics, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. Cambridge Systematics shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) 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.

c. Unless otherwise stipulated, if a data breach is a direct result of Cambridge Systematics's breach of its contract obligation to encrypt personal data or otherwise prevent its release, Cambridge Systematics shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) 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<sup>17</sup> at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by Cambridge Systematics based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

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EXHIBIT A  
DELIVERABLES**

**1. GENERAL**

**Project Overview**

The Department of Safety is engaging Cambridge Systematics to design and develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved.

**General Project Assumptions**

Cambridge Systematics shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State’s Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. Cambridge Systematics shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Project Work Plan for the CVISN Program Plan/Top-Level Design (PP/TLD), which shall be available at all times through a vendor provided means such as Microsoft SharePoint or similar method.	Non-Software	8/16/2016
2	Status Meetings and reports: a) Project Kick-off and Work Session meeting and related documentation. b) Monthly status reports. c) Exit meeting and related documentation.	Written	Monthly

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3	NH CVISN requirements identified and listed in the PP/TLD.	Written	10/11/2016
4	A draft of the State PP/TLD prior to submission to the FMCSA.	Written	10/26/2016
5	The finalized State PP/TLD ready for submission to the FMCSA.	Written	11/16/2016
6	<i>If the finalized State PP/TLD provided by the Cambridge Systematics by 3/31/17 is not approved by the FMCSA, required revision(s) to the finalized State PP/TLD in order to obtain FMCSA approval.</i>	Written	As needed to achieve FMCSA approval on or before 3/31/17.

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through June 30, 2016. Cambridge Systematics shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Cambridge Systematics to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

	<b>Activity, Deliverable, or Milestone</b>	<b>Projected Delivery Date</b>	<b>Price</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Project Work Plan for the CVISN Program Plan/Top-Level Design (PP/TLD), which shall be available at all times through a vendor provided means such as Microsoft SharePoint or similar method.	8/16/2016	\$4,000
2	Status Meetings and reports: a) Project Kick-off and Work Session meeting and related documentation. b) Monthly status reports. c) Exit meeting and related documentation.	Monthly	\$4,000
3	NH CVISN requirements identified and listed in the PP/TLD.	10/11/2016	\$4,000
4	A draft of the State PP/TLD prior to submission to the FMCSA.	10/26/2016	\$4,000
5	The finalized State PP/TLD ready for submission to the FMCSA.	11/16/2016	\$4,000
6	FMCSA approval of finalized State PP/TLD.	No later than 3/31/17	\$19,996
	Total		\$39,996

**1.2 Future Vendor Rates Worksheet**

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information.

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“SFY” refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the 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 Cambridge Systematics for all fees and expenses, of whatever nature, incurred by Cambridge Systematics in the performance hereof.

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.

**3. INVOICING**

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

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

Invoices shall be sent to:

Accounts Payable  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

ACCOUNTS RECEIVABLE  
CAMBRIDGE SYSTEMATICS, INC.  
100 CAMBRIDGEPARK DRIVE, STE 400  
CAMBRIDGE, MA 02140

**5. OVERPAYMENTS TO Cambridge Systematics**

Cambridge Systematics 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.

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PRICE AND PAYMENT SCHEDULE**

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

Final payment in the amount of \$19,996 will be withheld until approval of the State PP/TLD by the FMCSA.

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EXHIBIT C  
SPECIAL PROVISIONS**

There are no Special Provisions.

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EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

The Cambridge Systematics must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

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

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

**4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

The Cambridge Systematics shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Cambridge Systematics shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

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ADMINISTRATIVE SERVICES**

matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

**6.ACCOUNTING REQUIREMENTS**

Cambridge Systematics shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Cambridge Systematics shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E  
IMPLEMENTATION SERVICES**

**1.P ROJECT MANAGEMENT**

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

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

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

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

The Cambridge Systematics Project Manager or Cambridge Systematics Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Cambridge Systematics Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Cambridge Systematics shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;
- 4. Planned activities for the upcoming period;

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EXHIBIT E  
IMPLEMENTATION SERVICES**

5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

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EXHIBIT F  
REQUIREMENTS**

**GENERAL REQUIREMENTS VENDOR RESPONSE CHECKLIST**

Following is the project requirements along with the Cambridge Systematics response.

**General Requirements Vendor Response Checklist**

REQ NO.	Requirements	Mandatory (M)/ Optional (O)	Comply Yes /No	Comments
1	The Vendor shall participate in an initial Kick-off and Work Session meeting with stakeholders to initiate the Project.	M	YES	
2	The Vendor shall provide Project Staff as specified in the RFP.	M	YES	
3	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall be available at all times through a vendor provided means such as Microsoft SharePoint or similar method.	M	YES	CS utilizes Egnyte for file sharing
4	The Vendor will provide monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	YES	
5	The Kickoff and Work Session meeting with stakeholders, and Exit meeting will be conducted in person and on site. The vendor is responsible for meeting documentation. The vendor may elect to host teleconferencing for other meetings in lieu of on-site meetings.	M	YES	The monthly status meetings will be conducted over teleconferences / webinars
6	Vendor shall assume responsibility for building and maintaining a current schedule of meetings with State Personnel.	M	YES	

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EXHIBIT G  
WORK PLAN**

The objective of this engagement will be to develop the New Hampshire CVISN PP/TLD to reflect the State's current vision for its CVISN program and to submit this document to FMCSA for review and acceptance. To achieve this objective, Cambridge Systematics proposes to use its proven methodology to developing CVISN PP/TLDs. This approach has been refined over the past 15 years and currently is the model approved by FMCSA as part of its CVISN technical assistance program. The Cambridge Systematics team will work with the State's CVISN stakeholders to:

- Document the current commercial vehicle regulatory/enforcement operational environment;
- Identify the functionality that could/should be included in a State's CVISN program; and
- Document how the CVISN program and its associated funding can support the planning and implementation of this functionality.

The final product of this effort will be a single CVISN PP/TLD document (as currently required by FMCSA) that meets all current standards and will be approved by FMCSA. Our proposed approach is detailed below.

*Task 1.0 – Kickoff/Progress Reporting*

Objective

Create Work Plan, Conduct kickoff meeting, and Schedule Status Meetings.

Work Steps

Within 10 business days of the contract award, Cambridge Systematics will schedule and conduct a conference call with the State's Project Manager to kickoff the project. The Work Plan will be reviewed at this meeting and project objectives, schedule and key milestones will be discussed. This kickoff call will also be used as platform to identify and finalize the various CVISN stakeholders in the State.

As outlined in *IV.3 – Status Meetings and Reports*, status meetings will be conducted monthly via conference calls and at a minimum involve the State's Project Manager and Cambridge Systematics' Project Manager. These meetings will be designed to discuss overall Project status and any additional topics needed to remain on schedule and within budget. The calls will serve as a platform to provide an update on team's progress, document ongoing activities, identify activities that must be undertaken by state personnel, and discuss any risks that our team or state personnel have identified and appropriately identify risk mitigation strategies.

Cambridge Systematics will provide progress reports to ensure that the State Project Manager/project team is aware of the project's activities and next steps, as well as any "issues" that have arisen. The reports will detail the work completed, anticipated next steps, any issues, or concerns encountered during the reporting period.

Deliverables

- Project Work Plan.

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WORK PLAN**

- Kickoff Meeting.
- Monthly Project Status Meetings and Project Status Reports.

*Task 2.0 – Training/Visioning Session*

Objective

Ensure that all members of the CVISN Stakeholder Group are aware of the project's objectives, understand their roles and responsibilities, are informed of the project schedule and milestones, and have the opportunity to ask questions of the Cambridge Systematics team. The meeting will include a high-level overview of the CVISN program to ensure that all stakeholders have an equal understanding of the program and advances in CVISN functionality/systems as well as a visioning session at the end to discuss the State's goals and requirements for the Program.

Work Steps

The training/visioning session will be the first opportunity for some CVISN stakeholders to engage in the program. As such, this session will be an opportunity to brief the stakeholders on the objectives of this project. As part of this meeting, Cambridge Systematics will conduct a CVISN training (CVISN 101) to ensure that all stakeholders understand the potential scope and benefits of CVISN-related systems. This will ensure that all participants have a basic understanding of the type of functionality that could be supported by the CVISN program. The meeting will include all CVISN stakeholders in the State and be useful to identify new requirements/desired functionality; outline deficiencies with existing processes; identify new CVISN-related projects to improve current system and process efficiencies; and identify risks and challenges for the CVISN project.

Cambridge Systematics will coordinate with the State's CVISN Program Manager to schedule this training/visioning session (of not more than three hours) with all stakeholders that may play a role in or be affected by the State's CVISN program. Cambridge Systematics will provide examples of state implementations and/or "best practices" associated with the topics of greatest interest to the stakeholders.

The presentation/training session will include the following:

- Objectives of the project;
- Identification of key stakeholders;
- Roles and responsibilities of key stakeholders;
- Review of proposed schedule and milestones; and
- Question and answer period.
- Overview of CVISN program and functionality;
- Specific examples of CVISN functionality deployed in other states;
- Overview of CVISN Deployment Grant program and New Hampshire eligibility for future CVISN funding;
- Review of current deployment status of New Hampshire CVISN program; and
- Discussion of vision and objectives of New Hampshire CVISN Program.

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These topics are designed to:

- Ensure that all stakeholders understand the CVISN program and what it typically offers a State;
- Add context to discussions about individual projects and emphasize that projects are part of a greater program;
- Leverage the opportunity offered by having the State's entire CVISN Stakeholder Group assembled in order to discuss broader program issues (e.g., goals and objectives, funding); and
- Set the foundation for the user requirements sessions and ensure that all participants have a basic understanding of the type of functionality that could be supported by the CVISN program.

Cambridge Systematics' recent experience suggests that, including these alternate topics greatly enhances the meeting and the long-term success of the planning process. Cambridge Systematics currently conducts a similar training/visioning session the in all of its CVISN engagements and has found that they are essential to conducting successful user requirement sessions.

To capitalize on all stakeholders already being present during the training and background session, Cambridge Systematics proposes to include a discussion regarding the participants' desired scope and outcome for the State's CVISN program at the end of the training session. The main objective of this portion of the session will be to: Define goals and objectives for New Hampshire's CVISN Program, identify key CVISN program areas of interest; and discuss decision criteria for prioritization of CVISN projects.

Cambridge Systematics' Project Manager and Principal-in-Charge will conduct the training and facilitate the discussion about the State's vision for its CVISN program. Our Lead Analyst will support this session. Cambridge Systematics will provide a handout of the training slides for all participants. Cambridge Systematics will discuss the meeting logistics (e.g., meeting invitations, audiovisual needs) with the State's project manager prior to conducting the training session.

#### Deliverables

- CS will develop and deliver a Microsoft PowerPoint presentation to guide the training/visioning session. CS will provide this power point presentation to the State Project Manager in advance of the meeting. CS will bring handouts of the slides for all participants.
- CS will conduct the training session and facilitate stakeholder discussions.
- Detailed NH CVISN requirements/projects identified and summarized as part of this task (Summary of CVISN Projects for inclusion in PP/TLD)

#### *Task 3.0 – Draft and Final CVISN PP/TLD*

#### Objective

Prepare and finalize a New Hampshire CVISN PP/TLD that will be submitted to and accepted by the FMCSA.

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WORK PLAN**

Work Steps

Cambridge Systematics will incorporate the information gathered during the project and prepare a draft New Hampshire CVISN PP/TLD document. In accordance with the FMCSA's current guidance, this will be a single document that incorporates both a summary of the State's CVISN projects and processes (Program Plan) and how the State will implement its CVISN-related projects (Top-Level Design). The table of contents for this document will include:

- Executive Summary;
- Section 1.0 – Introduction:
  - Purpose and Scope of the Document
  - Background
- Section 2.0 – Program Objectives and Project Descriptions:
  - State CVISN Goals
  - State CVISN Program Status
  - Safety Information Exchange
  - Electronic Credentialing
  - Electronic Screening
  - CVISN Team Structure
  - CVISN Program Management Structure
- Section 3.0 – Planned CVISN Deployment Projects (Note: the following will be documented for all projects included in the PP/TLD):
  - Project Name
  - Project Objectives
  - Anticipated Project Benefits
  - Operational Scenario
  - Lead Agency
  - Participating Agencies
  - Core CVISN Functionality Addressed
  - Estimated Budget
- Section 4.0 – System Design:
  - Architecture Overview
  - System Architecture
  - Host Computers and Networks
  - Description of System Components
  - Project Design Elements
  - System Testing
- Section 5.0 – Products and Procurement Strategy
- Section 6.0 – Program Schedule
- Section 7.0 – Program Budget and Funding Sources
- Section 8.0 – Design and Deployment Issues

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WORK PLAN**

Links to the National ITS and CVISN architectures, as well as the New Hampshire regional ITS architecture will be documented in Section 4.0.

Cambridge Systematics will deliver one electronic copy of the draft version of the CVISN PP/TLD to the State's Project Manager. The New Hampshire CVISN Team will be given two weeks to review the document and provide feedback to the CS Project Manager. Cambridge Systematics will discuss with the State's Project Managers how the feedback will be addressed. CS will incorporate the feedback into the document and prepare a draft final version of the State's CVISN PP/TLD. Cambridge Systematics will produce one electronic copy of the draft final version of the document for submission to the FMCSA.

Per standard practice, Cambridge Systematics anticipates that the FMCSA will provide color-coded comments on the document to the NH Department of Safety (e.g., Red: Comments that must be addressed prior to FMCSA acceptance; Yellow: Comments that should/could be addressed; and Green: Comments for informational purposes). Cambridge Systematics will review these comments with the State Project Manager and address the comments/make revisions in the State's PP/TLD. This revised CVISN PP/TLD will be sent to the State for submission to the FMCSA. If the FMCSA requires additional edits/information, Cambridge Systematics will address them until the PP/TLD has been accepted and approved. Once approved, the PP/TLD will be marked as the final version.

#### Deliverables

As a result of this task, Cambridge Systematics will develop the following:

- Draft New Hampshire CVISN PP/TLD;
- Draft final New Hampshire CVISN PP/TLD (after receiving comments from the State);
- Final FMCSA-approved New Hampshire Expanded CVISN PP/TLD; and
- Exit Meeting agenda and documentation.

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EXHIBIT H  
AGENCY RFP BY REFERENCE**

Agency RFP 2016-075 issued 12/1/2015 with all addenda is hereby included by reference.

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EXHIBIT I  
CERTIFICATES AND ATTACHMENTS**

Attached are:

1. Contractor's Certificate of Vote/Authority
2. Contractor's Certificate of Good Standing
3. Contractor's Certificate of Insurance
4. Vendor Proposal

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAMBRIDGE SYSTEMATICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 12, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of May, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**Certificate of Corporate Resolution**

**I HEREBY CERTIFY** that the following is a true copy of a resolution duly adopted by the Board of Directors of Cambridge Systematics, Inc., a Massachusetts corporation, on May 26, 2011, and that such resolution and its adoption comply with the provisions of the charter and by-laws of the corporation and that the resolution is now in full force and effect.

**RESOLVED**, All contracts, certifications and other documents shall be valid and binding to the Corporation only when signed by **Brad Wright, President**, or by persons specifically authorized in writing by the President. Those individuals so authorized by the President include:

Steven A. Capecci Chief Operating Officer

**IN WITNESS WHEREOF** I have set my hand and seal of this Corporation this 24th day of June, 2016.

Albert W. Fowle, Secretary

