



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



96 Bend

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
April 8, 2013

Sole Source

REQUESTED ACTION

Authorize the Department of Transportation to enter into a SOLE SOURCE agreement with HB Software Solutions, Inc., Vendor # 247984, Lowell, Massachusetts, for an amount not to exceed \$273,340, to purchase software to promote and facilitate coordination of human services transportation and public transportation statewide, from July 1, 2013 through June 30, 2016 with a three (3) year renewal option subject to Governor and Council approval. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 and FY 2015

Table with 3 columns: Description, FY 2014, FY2015. Rows include 04-96-96-964010-2916 Public Transportation and 072-500575 Grants to Non-Profits Federal.

EXPLANATION

The Department of Transportation, in cooperation with the State Coordinating Council for Community Transportation (SCC), negotiated a contract with HB Software Solutions to purchase software for use by the State's nine Regional Coordination Councils and participating transportation providers to promote and facilitate the coordination and improvement of human services transportation and community transportation throughout the State. This sole source request resulted from a Request For Information that was conducted by the SCC in 2008 and a subsequent multi-year review of coordination software applications and various States' coordination programs by the SCC, which included a representative of the Department of Transportation. The Department, with the concurrence of the SCC, selected a coordination model utilized by the Montachusett Regional Transit Authority (MART) in Fitchburg, MA. MART developed, under a federally funded United We Ride (UWR) grant, a coordination model that includes the utilization of an HB Software Solutions product that was designed primarily for the New England states and New York. MART received approval from the Federal Transit Administration to allow the Department to become a stakeholder in the project and the Department is therefore requesting to enter into a sole source agreement with HB Software Solutions, which is the information technology firm for Montachusett Regional Transit Authority (MART). Becoming a stakeholder in the project will allow the Department to achieve savings by joining a United We Ride project that funded the development of the software program. The contract covers licensing, maintenance, hosting, and other direct costs of the software for New Hampshire participating regions for a period of three years with options to renew for an additional three years. The contract with HB Software Solutions will provide the Department the ability to share transit resources and

provides a partner agency in MART to advise and assist. The coordination model and software platform also provides a single point of access for information sharing, effective trip coordination, web based scalability, low cost operations and maintenance as compared to a commercially off the shelf software product, and the opportunity to leverage Federal and State resources already invested.

This software will enable Regional Coordination Councils and participating transportation providers, including nonprofit agencies, for-profit companies, and volunteer drivers, to more efficiently coordinate their services. The result will be an improved transportation system serving those who need assistance to reach medical appointments, grocery shopping, social activities and other services but do not have access to their own transportation.

Funding for this project includes \$273,340 of FTA Section 5310 Elderly Individuals and Individuals with Disabilities Capital formula apportioned funds (80%) as included in this contract and the required 20% match of \$68,335 will be paid directly to the vendor, HB Software Solutions, by the Endowment for Health and other private sources.

In the event that Federal funds become unavailable, additional general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution, and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2014 and 2015 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

Attachments



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

Peter C. Hastings
Acting Commissioner

April 5, 2013

Christopher D. Clement, Sr
Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with HB Software Solutions, Inc. as described below and referenced as DoIT number 2012-132 as described below.

The Department of Transportation, in cooperation with the State Coordinating Council for Community Transportation (SCC), has negotiated a contract to purchase software for use by the State's nine regional coordination councils to promote and facilitate the coordination and improvement of human services transportation and community transportation throughout the State. The Department will join as a stakeholder to the federally funded United We Ride project managed by the Montachusett Regional Transit Authority (MART) in Fitchburg, MA. The United We Ride grant received by MART developed innovative software that is used to schedule and book rides for individuals whose transportation is supported by a variety of funding sources.

This software will enable Regional Coordination Councils and participating transportation providers, including nonprofit agencies, for-profit companies, and volunteer drivers, to more efficiently coordinate their services. The result will be an improved transportation system serving those who need assistance to reach medical appointments, grocery shopping, social activities and other services, but do not have access to their transportation. Contract price limitation is \$273,340, effective upon Governor and Executive Council approval from July 1, 2013 through June 30, 2016.

A copy of this letter should accompany the submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp
DoIT 2012-132

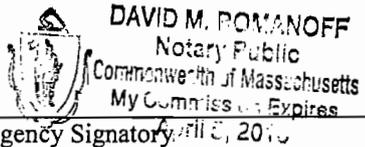
**STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT AGREEMENT- PART 1**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|-----------------------------------|
| 1.1 State Agency Name New Hampshire Department of Transportation Bureau of Rail & Transit | | 1.2 State Agency Address 7 Hazen Drive Concord, NH 03301 | |
| 1.3 Contractor Name HB Software Solutions, Inc. | | 1.4 Contractor Address 1075 Westford St, Suite 304 Lowell, MA 01845 | |
| 1.5 Contractor Phone Number 978-379-0010 | 1.6 Account Number 04-96-96-964010-2916 | 1.7 Completion Date June 30, 2016 | 1.8 Price Limitation \$273,340 |
| 1.9 Contracting Officer for State Agency Michael P. Pillsbury Deputy Commissioner | | 1.10 State Agency Telephone Number 603-271-3734 | |
| 1.11 Contractor Signature <i>Himanshu Bhatnagar</i> 3/26/13 | | 1.12 Name and Title of Contractor Signatory Himanshu Bhatnagar Chief Operating Officer | |
| 1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Middlesex</u> On <u>Himanshu Bhatnagar</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] | | <i>David M. Romanoff</i> 3/26/13 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>notary commission expires April 5, 2013</i> | |  | |
| 1.14 State Agency Signature <i>Michael P. Pillsbury</i> 4/9/13 | | 1.15 Name and Title of State Agency Signatory Michael P. Pillsbury Deputy Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jim [Signature]</i> On: <u>4/16/13</u> | | | |
| 1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM

EXHIBITS TO CONTRACT

| | |
|-------------|---|
| EXHIBIT A | CONTRACT DELIVERABLES |
| EXHIBIT B | PRICE AND PAYMENT SCHEDULE |
| EXHIBIT C | SPECIAL PROVISIONS |
| EXHIBIT D | ADMINISTRATIVE SERVICES |
| EXHIBIT E | IMPLEMENTATION SERVICES |
| EXHIBIT E-1 | SECURITY AND INFRASTRUCTURE |
| EXHIBIT F | TESTING SERVICES |
| EXHIBIT G | MAINTENANCE AND SUPPORT SERVICES |
| EXHIBIT H | PRIORITY RESPONSES |
| EXHIBIT I | WORK PLAN |
| EXHIBIT J | SOFTWARE LICENSE |
| EXHIBIT K | WARRANTY AND WARRANTY SERVICES |
| EXHIBIT L | TRAINING SERVICES |
| EXHIBIT M | HBSS PROPOSED BY REFERENCE |
| EXHIBIT N | CERTIFICATE OF GOOD STANDING CERTIFICATE OF CORPORATE VOTE CERTIFICATE OF INSURANCE |
| EXHIBIT O | FEDERAL CLAUSES |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT 2012-132- PART 3
EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

HBSS shall provide the State with a Transportation Coordination Services System, which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, HBSS shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

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

2.1 Implementation Schedule – Activities / Deliverables / Milestones

| Ref Num | Activity, Deliverable, or Milestone | Deliverable Type | Projected Delivery Date | | |
|---------|---|------------------|-------------------------|----|----|
| | | | MM | DD | YY |
| 1 | Work Plan | Written | 7 | 30 | 13 |
| 2 | Communications Change Management Plan | Written | 7 | 30 | 13 |
| 3 | Software Change Control Process Document | Written | 7 | 30 | 13 |
| 4 | Conduct Project Kickoff Meeting | Non-Software | 8 | 2 | 13 |
| 5 | Documentation of Operational Procedures | Written | 8 | 16 | 13 |
| 6 | Software Configuration/Design Documentation | Written | 8 | 30 | 13 |
| 7 | Requirements Traceability Matrix | Written | 9 | 6 | 13 |
| 8 | Software Configuration Plan | Written | 9 | 20 | 13 |
| 9 | Software | Software | 9 | 27 | 13 |
| 10 | Recommended Required Upgrades to State Infrastructure Report | Written | 10 | 4 | 13 |
| 11 | Knowledge Transfer Plan | Written | 10 | 18 | 13 |
| 12 | Systems Interface Plan and Design/Capability | Written | 10 | 25 | 13 |
| 13 | Detailed Testing Plan and Testing Results | Written | 11 | 1 | 13 |
| 14 | Data Conversion Plan and Design | Written | 11 | 15 | 13 |
| 15 | Deployment Plan | Written | 11 | 29 | 13 |
| 16 | Comprehensive Training Plan and Curriculum | Written | 12 | 6 | 13 |
| 17 | End User Support Plan | Written | 12 | 20 | 13 |
| 18 | Fully Tested Data Conversion Software | Software | 12 | 27 | 13 |
| 19 | Software Installed, Configured, and Operational to satisfy State requirements | Software | 2 | 30 | 14 |

2012-132 Exhibit A Contract Deliverables

Initial All Pages:

Contractor's Initials 

Exhibit A

Page 1 of 60

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT 2012-132- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

| | | | | | |
|----|--|--------------|---|----|----|
| 20 | Conduct Unit and System Testing | Non-Software | 3 | 24 | 14 |
| 21 | Conduct Integration Testing | Non-Software | 4 | 7 | 14 |
| 22 | Conduct User Acceptance Testing | Non-Software | 4 | 21 | 14 |
| 23 | Perform Production Tests | Non-Software | 5 | 12 | 14 |
| 24 | Functioning in-Bound and Out-Bound interfaces | Software | 5 | 26 | 14 |
| 25 | Converted Data Loaded into Production Environment | Software | 6 | 9 | 14 |
| 26 | Tools for Backup and Recovery of all Applications and Data | Software | 6 | 31 | 14 |
| 27 | Conduct Training/I.43 | Non-Software | 7 | 15 | 14 |
| 28 | Cutover to New Software | Non-Software | 7 | 28 | 14 |

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

3.1 User Definition

In this contract, there will be training for multiple user levels. This section will describe each user and its roll and responsibilities. The next section will identify the training needed for each use group.

Project Manager: The project manager will be a person selected by the state to work with HBSS and assist with managing the implementation of the project.

System Administrators: One (1) technical lead person from each Lead Agency

Lead Agency Representatives: Supervisors or mobility manager representatives from each of the five (5) lead agencies will make up the Lead Agency roll.

Agency Representatives: Other transportation agencies within a lead region allowed to participate in the system and authorized by the System Administrators.

User: Designated user of the system.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT 2012-132- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

4. SOFTWARE LICENSES

Software Licenses are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

List of Software Licenses to be provided to the State under this contract:

Table 2 – Detailed License Deliverables

| Description | License Type | Quantity |
|---|-------------------------------------|----------|
| Tech Products | | |
| Database – SQL Server (Microsoft) 2008 | Enterprise* Class License | 1 |
| IIS WebServer/Apache (optional) | Microsoft License/GPL License | 1 |
| Mapping | Google | 1 |
| *Enterprise – unlimited user license, with maximum performance | | |

Application Products

| | | |
|--|------|----|
| TRIMS/Eligibility Verification | User | 10 |
| TRIMS/Call Center – Client Management | User | 10 |
| TRIMS/ Call Center – Trip Booking | User | 10 |
| TRIMS/Computer Assisted Scheduling and routing | User | 10 |
| TRIMS/Manifest and Trip Reconciliation | User | 10 |
| TRIMS/Reports, Billing and Invoicing | User | 10 |
| TRIMS/Trip Board Portal and Volunteer Portal | User | 10 |
| TRIMS/Vendor Rate Management | User | 10 |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT 2012-132- PART 3
EXHIBIT A
CONTRACT DELIVERABLES**

| | | |
|-------------------------------------|------|----|
| TRIMS/Administrative Management | User | 10 |
| TRIMS/Dispatch | User | 10 |
| TRIMS/Concourse – Social Networking | User | 10 |
| TRIMS/Interchange | User | 10 |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT 2012-132-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$341,675 for the period between the Effective Date through 06/30/2016. HBSS shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow HBSS to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Summary Deliverable Payment Schedule

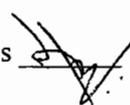
Below is the summary of the deliverable payment schedule.

| Phase I Procurement | Units | Price | Phase II Optional Procurement | Units Price | Unit |
|--|-----------|-------------------|-------------------------------|------------------------------|---|
| Software (Core plus 5 Regions) | 5 regions | \$129,849 | Software/Additional Modules | \$20,623 | Module |
| Services (Train/Install) | 4 regions | \$12,564 | Services (Train/Install) | \$3307 | Region |
| Hosting (Core plus 5 Regions) | 5 regions | \$38,000 | Hosting | \$3600 | Region |
| Warranty/Maintenance (Core plus 10 Regions) | 3 yrs. | \$27,406 | Maintenance* | \$13,387. | Year |
| Customizations (as required by the State – to be defined) | | \$18,000 | Customizations | Up to \$18,000 @ hourly rate | Hourly rate |
| Interface (Exhibit G: Requirements Table 1.1 Interchange Modules.) | | \$6,500 | Interface | \$3,500 | 3 rd party software provider |
| Hardware | 4 servers | \$16,000 | | | |
| | | \$248,319* | | | \$93,356** |

*\$198,655 Federal, \$49,664 Local

**\$74,685 Federal, \$18,671 Local

The State or community partners may purchase any additional licenses of the Software Solution at this Contract rate, for a period of three (3) years from the Contract effective date.



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| Ref Num | Activity, Deliverable, or Milestone | Deliverable Type | Projected Delivery Date | | | Payment Due | Invoice Amount |
|---------|---|------------------|-------------------------|----|----|-------------|----------------|
| | | | MM | DD | YY | | |
| 1 | Work Plan | Written | 7 | 30 | 13 | \$1,954.53 | |
| 2 | Communications Change Management Plan | Written | 7 | 30 | 13 | \$983.13 | |
| 3 | Software Change Control Process Document | Written | 7 | 30 | 13 | \$977.27 | |
| 4 | Conduct Project Kickoff Meeting | Non-Software | 8 | 2 | 13 | \$977.27 | |
| 5 | Documentation of Operational Procedures | Written | 8 | 16 | 13 | \$1,954.53 | |
| 6 | Software Configuration/Design Documentation | Written | 8 | 30 | 13 | \$977.27 | |
| 7 | Hosting Setup | Non-Software | 9 | 6 | 13 | \$16,000.00 | \$23,824 |
| 8 | Requirements Traceability Matrix | Written | 9 | 20 | 13 | \$977.27 | |
| 9 | Software Configuration Plan | Written | 9 | 27 | 13 | \$977.27 | |
| 10 | Software License Transfer (50%) | Software | 10 | 4 | 13 | \$64,924.50 | \$66,879 |
| 11 | Recommended Required Upgrades to State Infrastructure Report | Written | 10 | 18 | 13 | \$977.27 | |
| 12 | Knowledge Transfer Plan | Written | 10 | 25 | 13 | \$977.27 | |
| 13 | Systems Interface Plan and Design/Capability | Written | 11 | 1 | 13 | \$977.27 | |
| 14 | Detailed Testing Plan and Testing Results | Written | 11 | 15 | 13 | \$977.27 | |
| 15 | Data Conversion Plan and Design | Written | 11 | 29 | 13 | \$977.27 | |
| 16 | Deployment Plan | Written | 12 | 6 | 13 | \$977.27 | |
| 17 | Comprehensive Training Plan and Curriculum | Written | 12 | 20 | 13 | \$977.27 | |
| 18 | End User Support Plan | Written | 12 | 27 | 13 | \$977.27 | |
| 19 | Fully Tested Data Conversion Software | Software | 2 | 30 | 14 | \$1,954.53 | \$9,772 |
| 20 | Software Installed, Configured, and Operational to satisfy State requirements (50%) | Software | 3 | 24 | 14 | \$64,924.50 | \$64,925 |
| 21 | Conduct Unit and System Testing | Non-Software | 4 | 7 | 14 | \$977.27 | |
| 22 | Conduct Integration Testing | Non-Software | 4 | 21 | 14 | \$977.27 | |
| 23 | Conduct User Acceptance Testing | Non-Software | 5 | 12 | 14 | \$977.27 | |
| 24 | Perform Production Tests | Non-Software | 5 | 26 | 14 | \$1,954.53 | |
| 25 | Functioning in-Bound and Out-Bound interfaces | Software | 6 | 9 | 14 | \$1,954.53 | |
| 26 | Converted Data Loaded into Production Environment | Software | 6 | 31 | 14 | \$977.27 | |
| 27 | Tools for Backup and Recovery of all Applications and Data | Software | 7 | 15 | 14 | \$1,954.53 | \$9773 |

2012-132 Exhibit B-Price and Payment Schedule

Initial All Pages:

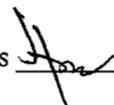
Contractor's Initials 

Exhibit B

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| | | | | | | | |
|----|--------------------------------|--------------|----------|----|----|------------------|------------------|
| 28 | Hosting (1 st Year) | | 7 | 28 | 14 | \$12,920 | \$12,920 |
| 29 | Conduct Training/1.43 | Non-Software | 8 | 31 | 14 | \$1,954.53 | |
| 30 | Cutover to New Software | Non-Software | *Monthly | | 14 | \$977.27 | |
| 31 | All Operating System Software | Software | 9 | 15 | 14 | \$977.27 | |
| 32 | Project Status Reports | Written | *Monthly | | 14 | \$1,954.53 | |
| 33 | Conduct Project Exit Meeting | Non-Software | 9 | 15 | 14 | \$1,876.35 | \$7,740 |
| 34 | Hosting (Year 2 and 3) | Non-Software | | | | \$25,080 | \$25,080 |
| 35 | Warranty/Maintenance | Non-Software | | | | \$27,406 | \$27,406[d1] |
| | Total | | | | | \$248,319 | \$248,319 |

Warranty/Maintenance Table

| Year | Start Date | End Date | Note |
|--------|-----------------------------------|---|-----------------|
| Year 1 | Start date of contract (7/1/2013) | 12 months after start date of contract (7/1/2014) | Covered by HBSS |
| Year 2 | 7/1/2014 | 7/1/2015 | Paid by NHDOT |
| Year 3 | 7/1/2015 | 7/1/2016 | Paid by NHDOT |

| Description | Owned and Maintained By | Quantity |
|-------------------------|-------------------------|----------|
| Database Server* | HBSS | 1 |
| DatabaseServer (backup) | HBSS | 1 |
| Web Server* | HBSS | 1 |
| Web Server (backup) | HBSS | 1 |
| Grand Sub Total | | 4 |

*The database server and Web server are 2 FAT machines that will host multiple Virtual Servers (max of 12, will support 10 individual sites, Billing and Social Networking components)

*Web Server will be 2 Server class machines supporting the Applications.

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Server Specifications:

Database Server

- Base Unit: Dell Power Edge R710 with Chassis for up to 6, 3.5 inch Hard Drives
- Processor: Power Edge R710
- Memory: 24GB Memory (6x4GB), 1333 MHz Dural Ranked LV RDIMMS for 2 Procs, Optimized
- Monitor: Embedded Broadcom, GB Ethernet NICS with TOE
- Video Card: Intel Xeon E5645 2.4 GHz, 12M Cache, 5.86 CT/s QPI, 6C
- Hard Drive: HD Multi Select
- Hard Drive Controller: SAS 6/iR Integrated, x6 Chassis
- Floppy Disk Drive: Power Saving BIOS Setting
- Operating System: Windows
- Mouse: Internal SD Module with 1GB SD Card
- Modem: I DRA C6 Express
- CD-Rom/DVD Rom Drive: DVD ROM, SATA, Internal
- Sound Card: Bezel
- Feature: RAID 1 for H700, PER C 6/I, H200 or SAS 6/I Controllers
- Feature: Ready Rails Sliding Rails with Cable Management Arm

Web Server

- Base Unit: Dell Power Edge M910 Blade Server
- Primary Processors: 2X Intel® Xeon® E6510 1.73GHz, 12M cache, 4.80 GT/s QPI, Turbo, HT, 6C, 800MHz Max memory
- Memory: 16GB Memory (8x2GB), 1066MHz, Single Ranked LV RDIMMs for 2 or 4 Processor
- Hard Drive: Add-in H200 supporting 1-2 HDs SAS - No RAID
- Hard Drives: 146GB 10K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive
- Drive Partitioning: Onboard NIC Type (Fabric A): Onboard Broadcom 5709 Quad Port 1GbE NIC with TOE
- Operating System: Windows Server 2008/Linux – depending on Web Server

Change Orders or Added Work

The list below provides hourly rates for change orders and added work. In this contract, the State will provide funding at these rates only for change orders and added work related to system wide and State specific modifications. Site specific modifications can be billed at the same rate yet must be paid for outside of this contract. Any site-specific modification requests that could affect the statewide system must be approved by the NHDOT prior to implementation.

Change Orders or Added Work: Staff Costs – Hourly Rates (fully burdened)

| Position Title | SFY 2014 7/1/2013- | SFY 2015 7/1/2014- | SFY 2016 7/1/2015- |
|----------------|-----------------------|-----------------------|-----------------------|
| | | | |

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| | 6/30/2014 | 6/30/2015 | 6/30/2016 |
|---|-----------|-----------|-----------|
| Project Manager | \$100/hr | \$110/hr | \$115/hr |
| Integration Manager | \$85/hr | \$90/hr | \$95/hr |
| Installation Manager | \$75/hr | \$80/hr | \$85/hr |
| Programmer for Software Module Customizations | \$75/hr | \$80/hr | \$85/hr |
| Programmer for New Reports Generation and Enhancement | \$50/hr | \$55/hr | \$60/hr |
| Application Specialist | \$50/hr | \$55/hr | \$60/hr |
| Requirements Manager | \$50/hr | \$55/hr | \$60/hr |
| Technical Support | \$35/hr | \$40/hr | \$45/hr |
| Trainer | \$35/hr | \$40/hr | \$45/hr |

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2. TOTAL 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 \$341,675 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to HBSS for all fees and expenses, of whatever nature, incurred by HBSS 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

HBSS 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. HBSS 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:

**Michelle Winters
Bureau of Rail & Transit
7 Hazen Drive
Concord, NH 03301-0483**

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

**HB Software Solutions
1075 Westford St., Suite 304
Lowell, MA 01851**

5. OVERPAYMENTS TO HBSS

HBSS 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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6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold fifteen percent (15%) of the price for each Deliverable, except Software license fees, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS**

I. The following modifications are made to the Standard P-37 provisions:

The parties hereby amend the above referenced Agreement by modifying the following language, consisting of Section 14. Insurance, paragraph 14.1.1

1. **Amend Terms and Conditions Part 1, paragraph 14.1.1, amend the comprehensive general liability insurance against all claims of bodily injury, death, or property damage from "\$2,000,000" to "\$1,000,000" per occurrence.**

2. **NOTICE**- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses.

**TO HBSS:
Himanshu Bhatnagar
HB Software Solutions, Inc.
1075 Westford Street, Suite 304
Lowell, MA 01851
Tel: (978)-379-0010**

**TO STATE:
State of New Hampshire
Department of Transportation
Bureau of Rail & Transit
Attn: Patrick Herlihy
7 Hazen Drive
Concord, NH 03301-0483
Tel: (603) 271-2468**

**STATE OF NEW HAMPSHIRE
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EXHIBIT D
ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

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

HBSS Key Project Staff shall participate in meetings or conference calls as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include HBSS Key Project Staff and State Project leaders from the DOT, the Department of Information Technology, and the SCC. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and HBSS Project Teams 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 HBSS Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and will address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from HBSS shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a two-week basis, in accordance with the Contract. Exhibit A provides the preliminary agreed upon Work Plan for 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 HBSS, the State, and SCC. Discussion will focus on lessons learned from the Project and on follow up options that the State or SCC may wish to consider.

The State expects HBSS 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 HBSS's responsibility.

The HBSS Project Manager or HBSS Key Project Staff shall submit 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 HBSS 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. HBSS shall produce monthly 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 two (2) week period;
- 5. Future activities; and
- 6. Issues and concerns requiring resolution.

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ADMINISTRATIVE SERVICES**

7. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

HBSS shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, HBSS shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

HBSS 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*.

HBSS 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. HBSS and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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4. ACCOUNTING REQUIREMENTS

HBSS 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 HBSS shall maintain records pertaining to the Services and all other costs and expenditures.

**STATE OF NEW HAMPSHIRE
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EXHIBIT E
IMPLEMENTATION SERVICES**

HBSS shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. HBSS shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. HBSS and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The HBSS team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. HBSS shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. HBSS shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- G. HBSS shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Project Infrastructure

The focus of the project infrastructure work phase is the acquisition and implementation of the project's development and production hardware infrastructure.

1.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.



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Processes will be documented, training established, and the application will be ready for implementation in accordance with the State's schedule.

Implementation shall be piloted in one region to refine the training and implementation approach.

1.2.3 Change Management and Training

HBSS change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The HBSS team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

2.1 NH State Wide Implementation Methodology

The HBSS approach for statewide technology projects is highlighted below:

- Single point of contact through life of project
- Individual agency operation assessments and Implementation Action Plan (IAP)
- Single project manager
- Minimum of Bi-Weekly implementation status calls
- Maintenance of Action Items List
- NH state reporting package
- User group meetings
- Phased / Flexible technology approach

2.2 HBSS Implementation Methodology

HBSS follows a proven, logical implementation methodology in order to deliver effective solutions. Following this process serves to ensure that the business and operational requirements of each participating agency are clearly identified and met in the most effective, cost efficient way. This enables our staff to tailor the stages and focus energy, time and expertise where they are most needed. Each stage contains milestones, enabling us to segment the overall project into a set of smaller projects and deliverables customized to meet the client's goals.

HBSS will provide project management service for the tasks outline in this document. The HBSS project manager will have explicit responsibility for the administration and technical direction of HBSS employees. The HBSS project manager is responsible for the following duties, which will be carried out in liaison with the State's Project Manager.

- Establish procedures for the management and administration of the project prior to the start of the project and in conjunction with the Lead Agencies.



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- Establish communication procedures to ensure that all team members are kept fully aware of the project.
- Coordinate HBSS resources.
- Develop the project work plans, testing plans and other documentation related to procedures and implementation.
- Scheduling training
- Track and report project progress against established work plans and schedules
- Provide a single point of contact at HBSS
- Conduct minimum of bi-weekly conference calls with the NHDOT project manager and Lead Agencies describing activity for the month based on planned activities and field information.
- Maintain a work plan
- Maintain an action items list
- Administer the change control procedure
- Conduct on-site visits

Participating Lead Agencies will establish a team composed at a minimum of a system administrator, and a supervisor and/or mobility manager. The responsibilities listed in this section will require the Lead Agencies team have the authority to act on behalf of the agency with respect to all aspects of this project. The Lead Agency team will be responsible for the following duties which will be carried out in liaison with the HBSS Project Manager.

- Serve as the interface and single point of contact between HBSS and the Lead Agency.
- Co-facilitate status meetings with the HBSS manager.
- Manage all Project Team activities including monitoring and tracking project tasks and deliverables.
- Review and discuss the periodic status reports and action items list prepared by the HBSS project manager.
- Obtain and provide information, decisions, and approvals to HBSS within a reasonable number of business days of HBSS' request.
- Resolve deviations from the project plan that are within the Lead Agency's control.
- Coordinate resources from the Agency and schedule conference calls and training
- Track and monitor the Lead Agencies resource and time budgets

2.3 The Phased Approach

HBSS has identified many technology needs on a statewide basis, however individual agencies will determine the exact technology components that are ultimately deployed. As a result, HBSS will work with each agency to establish a sensible, phased implementation plan given the exact mix of technologies to be deployed. HBSS has outlined a minimum two-phase implementation plan for the state. The first will be to train and deploy five Lead Agency sites. The second phase will be to integrate any additional sites up to 10.

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The first phase will consist of HBSS installing, configuring and training on the HBSS TRIMS/Basic, TRIMS/Coordination, TRIMS/Advanced and TRIMS/Admin suite of modules for each of the five (5) lead agencies.

HBSS Delivery approach is a multi stage implementation process based on individual needs and specific client requirements. This approach allows HBSS to gain full understanding of each agency site and business requirements then configure the HBSS software to ensure that the proper business rules are implemented in the system. The first stage, the business process review/ analysis concentrates on understanding and documenting the customer's operations, services, billing and reporting requirements, business processes, and potential impacts to those business processes. The next stage is construction which concentrates on factory testing and preparing for training. The final stages are implementation and support, which concentrate on user training, going live, configuration, acceptance testing and post-go live support.

2.4 Hosted Server Access

- a. Definition of "Hosted Server Access" - HBSS will:
- 1) Provide non-production access to a computer server or servers ("Hosted Server") with the operating system configuration specific in the Ordering document and Exhibit.
 - 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
 - a) Scheduled maintenance (at least once weekly – timing to be coordinated with the State);
 - b) Scheduled periods when backup of Hosted Server takes place – timing to be coordinated with the State;
 - c) Emergency (non-scheduled) outages,
 - d) Scheduled outages for application of patches or other modifications requested by the State;
 - e) Perform one (1) daily backup of development and test instances of HBSS programs and State test data present on the Hosted Server, and
 - f) Upon completion or termination of the Hosted Server Access, create a copy of State development and test instances, using a medium agreed upon in advance, to facilitate transition of such information to other computer hardware ("Decommission Backup"). Transition and migration services are not provided as part of the Services but may be acquired separately from HBSS.
- b. Conditions and assumptions related to Hosted Server Access:
- 1) State use of Hosted Server is limited to development, test, and demonstration activities related to HBSS programs, and the State will not use the instance(s) for production purposes or for any other purpose not expressly stated herein.
 - 2) Multiple customers may share the same computer server; the State instances shall be separated from other instances located on the same server using password protection.
 - 3) The State acknowledges that HBSS may use server and network equipment owned by HBSS or third-party hosting provider.
 - 4) The allocation of server resources is at HBSS's discretion. Requests for dedicated or additional servers, additional disk space, or other additional hardware will result in a higher fee.

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- 5) The equipment and network connections provided for the Services are designed to accommodate a statewide implementation.

2.5 Network Services

a. Definition of "Network Services" - HBSS will:

- 1) Assist with installation and configuration of network connectivity specified in the ordering document and exhibit. In most cases, the State shall access its system using a Virtual Private Network (VPN) connection.

b. Conditions and assumptions related to Network Services:

- 1) Costs for equipment, labor and services to maintain Internet connectivity from within HBSS facilities are HBSS responsibility. The State is responsible for any equipment, labor, and/or services necessary to set-up and maintain Internet connectivity at the State and/or other third party sites. If the State requests special network equipment and configurations at an HBSS facility, the State shall be charged on a time and materials basis in accordance with time & materials rates specified in the ordering document and exhibit ("T&M Rates") for acquiring and setting up such special network arrangements.
- 2) If the State has been provided with "loaner" communication equipment, the State shall maintain the equipment in a secure location, in the condition it was received, and shall not permit any use of the equipment other than (a) in connection with the Services, and (b) for access to the Hosted Servers or to third-party servers agreed upon by HBSS and the State. The State shall return the communication equipment to HBSS upon termination of the Network Services. Charges for Network Services will continue until the State returns all communications equipment in operational condition or reimburses HBSS for any loaner equipment that is not returned.
- 3) The network equipment and connections provided by HBSS to deliver Network Services are designed to accommodate a statewide implementation.
- 4) At the State's option, authorized third parties (e.g., software implementers, network providers) may be given limited access by HBSS to certain levels of the State's system through the VPN or through a separate network connection that meets HBSS specifications.
- 5) The State is responsible for ensuring that its network and system complies with specifications that HBSS provides and, if the State is providing its own hosted servers, that all components of the HBSS software environment are accessible through the VPN.
- 6) HBSS is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of HBSS such as bandwidth issues outside of HBSS's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of HBSS's firewall or for any issues that are the responsibility of the State Internet Service Provider.

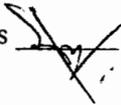
Upon termination, the State must return to HBSS all equipment provided or owned by HBSS.



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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

1. SECURITY

HBSS shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided based on State security requirements. HBSS 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.
development.



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EXHIBIT F
TESTING SERVICES**

HBSS shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

HBSS shall bear all responsibilities for the full suite of test planning and preparation in this project and will be restricted to those components deemed as being customized for the State or as licensed and covered under warranty. User manuals as provided by HBSS will guide the use of software. HBSS will also provide training as necessary to the State staff responsible for test activities. HBSS shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodologies described in this section apply only to customized parts of the system. All licensed products are covered under warranty. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

1.1 Test Planning and Preparation

HBSS shall provide the State with an overall Test Plan that will guide all testing. Testing will primarily include User Acceptance Testing for customized modules. The HBSS provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix if provided by the State or its affiliates, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution for customizations provided to the State.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon HBSS Project Manager's Certification, in writing, that HBSS own staff has successfully executed all prerequisite HBSS testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from HBSS that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from HBSS's development environment. HBSS must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software customization and configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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1.1.1 Test Plan

HBSS follows the practice of software testing commonly referred to as the waterfall method. Testing is performed by an independent group of testers after the functionality is developed, before it is shipped to the customer. However, one adaptation that HBSS uses is that it does not wait for full functionality but rather incremental functionality as to start software testing at the same moment the project starts and it is a continuous process until the project finishes.

Elements of the methodology are outlined below:

- Requirements analysis: Testing begin in the requirements phase of the software development life cycle. During the design phase, testers work with developers in determining what aspects of a design are testable and with what parameters those tests work.
- Test planning: Test strategy, test plan, test bed creation. Since many activities will be carried out during testing, a plan is needed.
- Test development: Test procedures, test scenarios, test cases, test datasets, test scripts to use in testing software.
- Test execution: Testers execute the software based on the plans and test documents then report any errors found to the development team.
- Test reporting: Once testing is completed, testers generate metrics and make final reports on their test effort and whether or not the software tested is ready for release.
- Test result analysis: Or Defect Analysis, is done by the development team usually along with the client, in order to decide what defects should be assigned, fixed, rejected (i.e. found software working properly) or deferred to be dealt with later.
- Defect Retesting: Once a defect has been dealt with by the development team, it is retested by the testing team.
- Regression testing: It is common to have a small test program built of a subset of tests, for each integration of new, modified, or fixed software, in order to ensure that the latest delivery has not ruined anything, and that the software product as a whole is still working correctly.
 - Test Closure: Once the test meets the exit criteria, the activities such as capturing the key outputs, lessons learned, results, logs, documents related to the project are archived and used as a reference for future projects.

1.2 Unit Testing

In Unit Testing, HBSS shall test the customized application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

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The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

| | |
|-----------------------------------|--|
| Activity Description | Develop the scripts needed to unit test individual application modules, interface(s) and conversion components. |
| HBSS Team Responsibilities | For customized application modules, conversions and interfaces the HBSS team will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results. |
| Work Product Description | Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results. |

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The HBSS developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

1.3 System Integration Testing

The new System is tested in integration with other 3rd party scheduling system applications in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the HBSS team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes identified and agreed upon by both parties and any interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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| | |
|-----------------------------------|---|
| Activity Description | Systems Integration Testing validates the integration between the target application modules and other 3 rd party scheduling system applications, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes identified and agreed upon by both parties and any interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. |
| HBSS Team Responsibilities | <ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test specifications. • Work jointly with the State to develop and load the data profiles to support the test specifications. • Work jointly with the State to validate components of the test scripts. |
| State Responsibilities | <ul style="list-style-type: none"> • Work jointly with HBSS to develop the Systems Integration Test specifications. • Work jointly with HBSS to develop and load the data profiles to support the test specifications. • Work jointly with HBSS to validate components of the test scripts, modifications, fixes and other System interactions with the HBSS supplied Software Solution. |
| Work Product Description | <ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly. |

1.4 Conversion Validation Testing

There are no conversions planned for this project.

1.5 Installation Testing

In Installation Testing the 3rd party integration components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The HBSS Project Manager must certify in writing, that HBSS own staff has successfully executed all prerequisite HBSS testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results for all sites, as well as written Certification that HBSS has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence gathering testing verification, in written form from

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all sites where the system is implemented, once the State has received written notice from HBSS that the system is installed, configured, complete and ready for testing. The sites shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT at each site and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

| | |
|-----------------------------------|---|
| Activity Description | The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes. |
| HBSS Team Responsibilities | <ul style="list-style-type: none"> • Provide the State an acceptance test plan and selection of test scripts for the Acceptance test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution. |
| State Responsibilities | <ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the acceptance test environment. • Validate the executed Test scripts and User Acceptance Test activities at each site • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance test results. • Work jointly with HBSS in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems. |
| Work Product Description | The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan. |

1.7 Performance Tuning and Stress Testing

HBSS shall develop and document hardware and software configuration and tuning of the Transportation Coordination Services System infrastructure as well as assist and direct the State's

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System Administrators and Database Administrators in reviewing and tuning the infrastructure to support the software throughout the project

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify HBSS of the nature of the testing failure in writing. HBSS will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

Prior to the System being moved into production HBSS shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

HBSS shall maintain and support the system in all material respects as described in the applicable program documentation, after delivery and the warranty period of one (1) year, for each year of annually paid maintenance as stated in this contract and agreed to by the State.

1.1 HBSS Responsibility

HBSS shall maintain the Application System in accordance with the Contract.

1.1.1 Maintenance Releases

HBSS shall update the State's Transportation Coordination System with the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost as long as a maintenance contract exists.

The State must notify HBSS of any service deficiencies with fixes or upgrades within ninety (90) days from performance of the services described in the ordering document.

2. SYSTEM SUPPORT

2.1 HBSS Responsibility

HBSS will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies - HBSS shall have available to the State and/or Affiliates on-call telephone assistance, business hours 8AM – 5PM EST Monday – Friday, with issue tracking software available on the web, twenty four (24) hours per day and seven (7) days a week and with an email / telephone response within two (2) hours of request for assistance, business hours 8AM – 5PM EST Monday - Friday; or HBSS shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request for assistance, business hours 8AM – 5PM EST Monday – Friday. For Saturday – Sunday emergency support, the State and/or Affiliates must use email to the appropriate technical support person and can expect an email response within eight (8) hours of a request for assistance.

b. Class B & C Deficiencies –The State and/or Affiliates shall notify HBSS of such Deficiencies during regular business hours and HBSS shall respond back within 24 hours of the following Monday of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

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- 3.1 HBSS shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 HBSS shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, HBSS shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 HBSS will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If HBSS fails to correct a Deficiency within the allotted period of time Stated above, HBSS shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.

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EXHIBIT H
PRIORITY RESPONSES**

1. REQUIREMENTS

1.1 HBSS shall provide a fully operational Software Solution with the following functionalities:

Table 1.1 HBSS Responses to Priority (or Mandatory) Requirements, Table of HBSS Software Products as base for meeting Priority (or Mandatory) Requirements

As required, responses are either “Yes” or “No” where:

“Yes” indicates that the proposed software product *as proposed to be configured for New Hampshire* satisfies all aspects of the requirement fully without modification to base code;

AND

“No” indicates that the proposed software product *as proposed to be configured for New Hampshire* does not satisfy one or more aspects of the requirement without modification to baseline code.

AND

“W/M” indicates that the proposed software product *as proposed to be configured for New Hampshire* will satisfy one or more aspects of the requirement with modification to baseline code.

Table 1.1 Business Requirements

| Function | DOT Software Requirement Functionality | HBSS Response |
|---|--|---------------|
| DRT/PARATRANSIT OPERATIONS | | |
| INTERCHANGE MODULE | | |
| with RouteMatch | ✓ | Yes W/M |
| with Trapeze | ✓ | Yes W/M |
| with another PMIS product | ✓ | Yes W/M |
| ACCOUNT MANAGEMENT | | |
| Sponsoring Organizations | ✓ | Yes |
| Providers / Carriers | ✓ | Yes |
| Volunteer Drivers | ✓ | Yes |
| CUSTOMER ELIGIBILITY AND REGISTRATION | | |
| Eligibility Determination | ✓ | Yes |
| Transfer of Eligibility Data to RTC or broker | ✓ | Yes |
| Link to Medicaid Eligibility Data | ✓ | Yes (Option) |

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| | | |
|---|--------------------------------------|--------------|
| Customer Registration | ✓ | Yes |
| Customer Fare Cards | ✓ | Yes (Option) |
| Centralized Fare Account | ✓ | Yes (Option) |
| RESERVATIONS | TRIMS/Call Center | |
| Placing Trip Requests, Cancelations, Confirmations | ✓ | Yes |
| Intake of Trip Requests and Cancellations | ✓ | Yes |
| by staff / phone | ✓ | Yes |
| by customer / web booking | ✓ | Yes |
| SCHEDULING | TRIMS/Scheduling and Dispatch | |
| Master Records for Vehicles / Drivers | ✓ | Yes |
| Run Construction | ✓ | Yes |
| Template Schedules | ✓ | Yes |
| Scheduling Subscription Trips onto Templates | ✓ | Yes |
| Computer-Assisted Scheduling | ✓ | Yes |
| Transfer of Run Manifests & Trip Lists to Providers | ✓ | Yes |
| DISPATCH AND SAME DAY ISSUES | TRIMS/Scheduling and Dispatch | |
| Linkage with MDT/AVL Systems | ✓ | Yes (Option) |
| Dispatch Support | ✓ | Yes |
| Same Day Service Issues such as No-Shows and Where's my Ride? calls | ✓ | Yes |
| REPORTING AND INVOICING | TRIMS/Reports and Invoicing | |
| Trip Data Reconciliation | ✓ | Yes |
| Reporting (Internal / External) | ✓ | Yes |
| Provider access to ridership data | ✓ | Yes |
| Provider access to on-time performance | ✓ | Yes |
| Provider access to other data | ✓ | Yes |

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| | | |
|---|---|-----|
| Invoicing Sponsoring Agencies | ✓ | Yes |
| Processing Invoices from Providers | ✓ | Yes |
| Processing Vol Driver Mileage Reimbursement | ✓ | Yes |
| BI | | |
| Ridematching | ✓ | Yes |
| Trip Board | ✓ | Yes |
| Portals for Service Providers | ✓ | Yes |
| Portals for Volunteer Drivers | ✓ | Yes |
| Bidding System | ✓ | Yes |
| Voucher Program Management | ✓ | Yes |
| Resource Sharing (grant apps/policies)) | ✓ | Yes |
| Embedding Websites | ✓ | Yes |
| Directory Access and Maintenance | ✓ | Yes |
| RELATIONS | | |
| User Account Management | ✓ | Yes |
| Forums / Blogs / Message Boards | ✓ | Yes |
| Group Management | ✓ | Yes |
| Event Management | ✓ | Yes |
| Text Chat / Video Chat | ✓ | Yes |
| HICS - HIPAA Comm. Tool | ✓ | Yes |
| Administration Module | ✓ | Yes |

Table 1.3 Technical Requirements

| Req. No. | Technical Requirement | Response Yes/No only |
|----------|-----------------------|-------------------------|
| 1 | System Upgrades | Yes |
| 2 | Phased Implement | Yes |
| 3 | System Documentation | Yes |
| 4 | Source Code | No |

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| Req No. | Technical Requirement | Response (Yes/No only) |
|---------|--|---------------------------|
| 5 | ADA Compliance | Yes |
| 6 | Ability to Enhance | Yes |
| 7 | Software Distribution | Yes |
| 8 | Network Communication | Yes |
| 9 | W3C Browser Standards | Yes |
| 10 | Browser Support | Yes |
| 11 | System Availability* | Yes |
| 12 | Concurrent Batch and Online Processing | Yes |

*See table C-2 H-29

1.2 SYSTEM SOFTWARE STORAGE

Table C-2 General System Requirements -HBSS Checklist

- Y – Yes solution meets requirement**
- M- Solution will be modified to meet requirement**
- N – Solution does not meet requirement**

| REQ # | REQUIREMENT/DELIVERABLE | Y/M/N (SEE ABOVE) | HBSS COMMENTS |
|-----------------------------|---|-------------------------|---------------|
| GENERAL REQUIREMENTS | | | |
| G-1 | HBSS shall participate in an initial kick-off meeting to initiate the Project. | Y [d2] | |
| G-2 | HBSS shall provide Project Staff as specified in the contract. | Y | |
| G-3 | HBSS shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks. | Y | |
| G-4 | HBSS shall provide detailed status reports every 2 weeks on the progress of the Project, which will include expenses incurred year to date. | Y | |
| G-5 | All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project | Y | |

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| | | | |
|-------------------------------|--|---|--------------------------|
| | documentation. | | |
| G-6 | HBSS will complete training to ensure the State users are sufficiently knowledgeable of the new system to employ it to good effect and, if necessary, to take over maintenance and operating responsibility. | Y | |
| TECHNICAL REQUIREMENTS | | | |
| T-1 | Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition) | Y | |
| T-2 | MS SQL Server Database/ORACLE Database | Y | |
| T-3 | GUI Interface Technologies | Y | |
| T-4 | Windows XP | Y | |
| SECURITY REQUIREMENTS | | | |
| S-1 | Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. | Y | |
| S-2 | Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. . | Y | |
| S-3 | Enforce unique user names. | Y | |
| S-4 | Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> | Y | |
| S-5 | Enforce the use of complex passwords for general users using capital letters, numbers and special characters | Y | |
| S-6 | Encrypt passwords in transmission and at rest within the database. | Y | |
| S-7 | Expire passwords - define period of time | Y | 1 Year |
| S-8 | Authorize users and client applications to prevent access to inappropriate or confidential data or services. | Y | |
| S-9 | Provide ability to limit the number of people that can grant or change authorizations | Y | |
| S-10 | Establish ability to enforce session timeouts during periods of inactivity. | Y | |
| S-11 | Ensure application has been tested and hardened to prevent critical application security flaws. (At a | Y | Part of our testing plan |

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| | | | |
|--|---|---|---------------------------|
| | minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)) | | before release of website |
| S-12 | The application shall not store authentication credentials or sensitive Data in its code. | Y | |
| S-13 | Audit all attempted accesses that fail identification, authentication and authorization requirements | Y | |
| S-14 | The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. Define the period that logs are kept. | Y | |
| S-15 | The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain. | Y | |
| S-17 | Use only the Software and System Services designed for use. | Y | |
| S-18 | The application Data shall be protected from unauthorized use when at rest | Y | |
| S-19 | Keep any sensitive Data or communications private from unauthorized individuals and programs. | Y | |
| S-20 | Subsequent application enhancements or upgrades shall not remove or degrade security requirements | Y | |
| S-21 | Create change management documentation and procedures | Y | |
| HOSTING REQUIREMENTS - OPERATIONS | | | |
| H-1 | HBSS shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via (VPN or Internet Browser?) | Y | |
| H-1.a | At the State's option, authorized third parties may be given limited access by HBSS to certain levels of the State's system through the VPN or through a separate network connection that meets HBSS specifications. | Y | |
| H-2 | At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites. | Y | |

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| | | | |
|-------|--|---|--|
| H-2.a | HBSS will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of HBSS, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside HBSS firewall or any issues that are the responsibility of the State Internet Service Provider. . | Y | |
| H-3 | HBSS shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services. | Y | |
| H-4 | Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F. | Y | |
| H-5 | Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F. | Y | |
| H-6 | Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds. | Y | |
| H-7 | Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation. | Y | |
| H-8 | Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring. | Y | |
| H-9 | Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire. | Y | |
| H-10 | The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center. | Y | |
| H-11 | HBSS must monitor the application and all servers. | Y | |

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| H-12 | HBSS shall manage the databases and services on all servers located at HBSS facility. | Y | |
| H-13 | HBSS shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer. | Y | |
| H-14 | HBSS shall monitor System, security, and application logs. | Y | |
| H-15 | HBSS shall manage the sharing of data resources. | Y | |
| H-16 | HBSS shall manage daily backups, off-site data storage, and restore operations. | Y | |
| H-17 | HBSS shall monitor physical hardware. | Y | |
| H-18 | HBSS shall immediately report any breach in security to the State of New Hampshire. | Y | |
| HOSTING REQUIREMENTS – DISASTER RECOVERY | | | |
| H-19 | HBSS shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire. | Y | Will require to review the D/R procedure provided by NHDOT and offer an acceptable DR procedure to be followed by this project |
| H-20 | HBSS shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs. | Y | |
| H-21 | The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced. | Y | |
| H-22 | HBSS shall adhere to a defined and documented back-up schedule and procedure. | Y | |
| H-23 | Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure. | Y | |
| H-24 | Scheduled backups of all servers must be completed regularly. (DEFINE TIME) | Y | A complete backup management schedule will be provided as part of line 26 of deliverables |
| H-25 | The minimum acceptable frequency is differential backup daily, and complete backup weekly. | Y | |
| H-26 | Tapes or other back-up media tapes must be securely transferred from the site to another secure location to | Y | |

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| | avoid complete data loss with the loss of a facility. | | |
| H-27 | If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes. | Y | |
| H-28 | Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, HBSS shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. | Y | |
| HOSTING REQUIREMENTS – NETWORK ARCHITECTURE | | | |
| H-29 | HBSS must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. Adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window. | Y | |
| H-30 | HBSS shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application. | Y | |
| H-31 | Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to HBSS must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service. | Y | |
| H-32 | The HBSS network architecture must include redundancy of routers and switches in the Data Center. | Y | |
| H-33 | Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, HBSS shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN). | Y | |
| HOSTING REQUIREMENTS – SECURITY | | | |
| H-34 | HBSS shall employ security measures ensure that the State's application and data is protected. | Y | |
| H-35 | If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted. | Y | |
| H-36 | All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and | Y | |

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| | anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. | | |
| H-37 | All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability. | Y | |
| H-38 | In the development or maintenance of any code, HBSS shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code. | Y | |
| H-39 | HBSS shall notify the State's Project Manager of any security breaches within two (2) hours of the time that HBSS learns of their occurrence. | Y | HBSS shall notify State as per agreement during line item 26 deliverable. |
| H-40 | HBSS shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the HBSS hosting infrastructure and/or the application. | Y | |
| H-41 | HBSS shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. | Y | Except for when the breach is outside the control of the HBSS (e.g. leakage of passwords by state users) |
| H-42 | HBSS shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the HBSS hosting infrastructure and/or the application upon request. | Y | |
| H-43 | HBSS shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the HBSS website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State. | Y | |
| HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT | | | |
| H-44 | HBSS System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof. | Y | |
| H-45 | Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required. | Y | |
| H-46 | Repair or replace the hardware or Software, or any | | |

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| | portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. | Y | |
| H-47 | The State shall have unlimited access, via phone or Email, to the HBSS technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST; | Y | |
| H-48 | The HBSS response time for support shall conform to the specific deficiency class as described in Exhibit G, Section 2, System Support. | Y | |
| H-49 | The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance. | Y | |
| H-50 | HBSS will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System. | Y | |
| H-51 | A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. | Y | |
| H-52 | HBSS will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes. | Y | |
| H-53 | HBSS shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window | Y | During hours of support only, and if downtime is out of control of HBSS (natural disasters, state shutdown etc.) |
| H-54 | If HBSS is unable to meet the 99.9% uptime requirement, HBSS shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing. | M | HBSS hosting cost/365. X Number of Days Contract Item Not Provided. |
| H-55 | HBSS shall use a change management policy for notification and tracking of change requests as well as critical outages. | Y | |
| H-56 | A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem. | Y | |
| H-57 | All hardware and software components of the HBSS | | |

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| | hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers. | Y | |
| H-58 | HBSS shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> ○ Server up-time ○ All change requests implemented, including operating system patches ○ All critical outages reported including actual issue and resolution ○ Number of deficiencies reported by class with initial response time as well as time to close. | Y | |
| H-59 | HBSS shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files. | Y | |

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HBSS Project Manager and the State Project manager shall finalize the Work Plan within fifteen (15) work days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with HBSS plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of HBSS and State Project Managers.

The preliminary Work Plan created by HBSS and the State is set forth at the end of this Exhibit.

In conjunction with HBSS Project Management methodology, which shall be used to manage the Project's life cycle, the HBSS team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and HBSS team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with HBSS Work Plan and shall utilize an electronic project schedule to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the implementation efforts.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- HBSS shall provide a separate escrow agreement for the application.
- HBSS shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The HBSS Team shall perform this project at HBSS facilities, unless otherwise requested by the HBSS Team to the State Project Manager.
- The HBSS Team shall honor all holidays observed by HBSS or the State, although HBSS staff may choose to work on holidays and weekends without incurring any additional cost to the State.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- Where possible, a Project folder shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the



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project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. HBSS Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation could be stored within the State system for HBSS and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to the State system.

- HBSS assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Conversions

No conversions are planned as part of this project.

E. Project Schedule

- Deployment is planned to begin on 7/30/2013 with a planned go-live date of 7/28/2014.

F. Reporting

- HBSS shall conduct status meetings every 2 weeks, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

G. Performance and Security Testing Review

- The HBSS Team shall provide a performance/security workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with HBSS on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. HBSS Team Roles and Responsibilities

1) HBSS Team Project Executive

The HBSS Team's Project Executives (HBSS and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the implementation throughout the project life cycle. The Project Executive shall advise the HBSS Team Project Manager and the State's Project leadership on the best practices for implementing the HBSS Software Solution within the State. The Project Executive shall participate in the definition of the project plan and provide guidance to the State's Team.

2) HBSS Team Project Manager

The HBSS Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the HBSS Implementation Team. The HBSS Team Project Manager will have the following responsibilities:

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- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign HBSS Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all HBSS Team members;
- Provide update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
 - Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) HBSS Team

The HBSS Team shall conduct analysis of requirements, validate the HBSS Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and acceptance testing; and
- Assist with the transition to production.

4) HBSS Team

The HBSS team shall assume the following tasks:

- Development and review of functional and technical specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical specifications;
- Development and Documentation of installation procedures; and

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- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the HBSS Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the HBSS team;
- Assist the HBSS Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the HBSS Project Manager of any urgent issues if and when they arise; and
- Assist the HBSS team staff to obtain requested information if and when required to perform certain project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;

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- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the HBSS Software Solution and the business processes the Application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the project;
- Assist the State and HBSS Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the HBSS Technical Lead and the State's resources to review architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with HBSS and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a HBSS deliverable and it will be expected that HBSS will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at project meetings.

4) State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with the HBSS Team to review the installation and maintenance of the Application environments throughout the duration of the project. It is important that the State Application DBA(s) oversees responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with HBSS to review finalized machine, site, and production configuration;
- Work with HBSS to review final logical and physical database configuration;
- Work with HBSS to review installation of the HBSS tools, and HBSS Applications for the development and training environment;
- Work with HBSS to establish and execute backup and recovery procedures throughout the project;
- Oversee routine HBSS Application monitoring and tuning;

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- Work with HBSS to define and test Application security, backup and recovery procedures; and
- Oversee HBSS responsibility for the database administration functions.
- Oversee development and maintenance of role-based security as defined by the Application Teams;
- Oversee establishment of new Application user Ids; and
- Oversee menu configurations, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirement administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;

6) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and acceptance test plans;
- Coordinating system, integration, performance, and acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

There is no additional software required from the State for HBSS to perform the activities of the Contract.

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

| Conversion | Components, If applicable | Lead Responsibility | Description |
|-----------------------------|----------------------------------|----------------------------|--------------------|
| None required at this time. | | | |
| | | | |

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5. INTERFACES

Interfaces shall be implemented at individual sites under State review. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

| Interface | Components, if applicable | Responsible Party | Description |
|------------|---------------------------|-------------------|---|
| Routematch | | Individual Site | Site has to provide access to the software and data for interface |
| Trapeze | | Individual Site | Site has to provide access to the software and data for interface |
| HBSS | | Individual Sites | Site has to provide access to the software and data for interface |
| | | | |

A. 3rd Party Application Interface Responsibilities

- The HBSS Team shall provide the State Application Data requirements and examples, of data mappings and interfaces implemented on other projects. The HBSS Team shall identify the APIs the State or 3rd Party shall use in the design and development of the interface.
- The HBSS Team shall lead the review of functional and technical interface specifications.
- The HBSS Team shall document the functional and technical specifications for the interfaces.
- The HBSS Team shall create the initial test plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The HBSS Team shall develop and Unit Test the interface.
- The State and the HBSS Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the HBSS Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – HBSS Developed

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| Requirement | Components, if applicable | Enhancement Description |
|---|---------------------------|-------------------------|
| To be completed after deliverable of line item 3. | | |
| | | |

7. PRELIMINARY WORK PLAN

Exhibit A provides the preliminary agreed upon Work Plan for the Contract.

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7. SOFTWARE NON-INFRINGEMENT

HBSS warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If HBSS believes or it is determined that any of the Material may have violated someone else's intellectual property rights, HBSS may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, HBSS may end the license, and require return of the applicable Material and refund all license fees the State has paid HBSS under the Contract. HBSS will not indemnify the State if the State alters the Material without HBSS's consent or uses it outside the scope of use identified in HBSS's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. HBSS will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by HBSS. HBSS will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by HBSS without HBSS's consent.

8. SOFTWARE ESCROW

- 8.1 HBSS represents and warrants that the currently existing source code for the software licensed to the State under the Contract, as well as the Documentation for such software, and developer comments to the source code for the software (the "Deposit Materials") have been deposited in an escrow account maintained at Iron Mountain Intellectual Property Management 745 Atlantic Avenue Boston, MA USA 02111 "Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). HBSS shall promptly pay to

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the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

8.2 HBSS agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, HBSS shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

8.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

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

8.4 In the event that Deposit Materials are released from escrow to the State, HBSS hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (contractors, agents, etc.), solely for the purpose of completing the performance of HBSS's obligations under the Contract, including, but not limited to, providing maintenance and support for the software and subject to the rights granted in this Contract.

8.5 HBSS agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses[43].

1. WARRANTIES

1.1 Services

HBSS warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

HBSS warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System,

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CONTRACT 2012-132-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, Terms and requirements of the Contract;
- c. HBSS shall have available to the State on-call telephone assistance, with issue tracking available via web, to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. Additional Services within eight (8) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, HBSS shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information; 6) resolved by 7) identifying number i.e. work order number; 8) issue identified by.
- g. HBSS must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by HBSS no later than ten (10) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event HBSS fails to correct a deficiency within the allotted period of time, the State may, at its option,: 1) declare HBSS in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return HBSS's product and receive a full refund for all amounts paid to HBSS for any applicable license fees within (90) days of notification to HBSS of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare HBSS in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for a period of one (1) full year.

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If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, HBSS shall correct the Deficiency, and a new 120 day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 120 consecutive calendar days.

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EXHIBIT L
TRAINING SERVICES**

HBSS shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site in New Hampshire and shall available for students as defined in Exhibit A, Section 3.2. If available, student access to on-line course materials shall be provided for thirty (30) days through an online training library.

1. Delivery Method -Instructor-Led Class Training

Experienced HBSS instructors will lead in-class demonstrations, hands-on labs, and provide a dynamic learning environment. This method will help build the in-depth knowledge and hands-on experience that employees will need to succeed in their job.

This instruction is targeted to train the Project Team, system Users, and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

a. HBSS and the State agree to an end user training approach to meet training objectives, including:

- 1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

| User Training Approach | Role and Responsibility | |
|---|--|--|
| | HBSS Team | State of NH |
| Develop Training Plan | Lead the development and implementation of the Training Plan. Provide guidance, coaching, materials, and tools. | Assist in the development and implementation of the Training Plan. |
| Develop Curriculum | Analyze skill requirements. | Assist to analyze skill requirements. |
| | Detail roles, course content, and estimated course length. | Assist to detail roles, course content, and estimated length. |
| Produce Training Materials and End-User Documentation | Lead the development of materials and documentation to include: HBSS providing baseline documentation in electronic format that can be modified and reproduced. | Assist in the development of training materials. |

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TRAINING SERVICES**

| User Training Approach | Role and Responsibility | |
|---------------------------------|---|---|
| | HBSS Team | State of NH |
| | HBSS and the State will together Conduct Train-the-Trainers for the State's Central Support Group through implementation. HBSS will assist in the first train the trainer class for each topic. | Attend Train-the-Trainers training. Train additional State End Users. |
| Conduct Training | Assist to identify an approach and a plan to conduct training needs assessment for implementation. | Conduct training needs assessment for post go-live. |
| Evaluate Training Effectiveness | | |

c. Key User Training Approach Activities

1) Identify State End Users

The HBSS Team shall lead the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users are those employees who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

- 2) Develop Training Plan** The HBSS Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

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TRAINING SERVICES**

- 3) **Develop Training Curriculum** HBSS shall develop a recommended training curriculum for the State of New Hampshire End Users.
- 4) **Produce Training Materials and End-User Documentation** The HBSS team shall lead the efforts to produce the training materials and end-user documentation.

3. Training Sessions

| Course/Instruction | Number of Days | Number of Students | User Type |
|--|-----------------------|---------------------------|--|
| TRIMS Basic | 3 x 3 day sessions | Open | All |
| TRIMS Coordination | 3 x 3 day sessions | Open | All |
| TRIMS Advanced | 1 x 3 day sessions | Open | Lead Agency Reps (Power Users) |
| TRIMS System Admin | 1 x 2 day sessions | 5 | System Administrators (Specialty Users) |
| TRIMS Site Specific | 2 (per site) | 5 (per site) | Agency Reps and Lead Agency Reps (Power Users) |
| Webinar Training for vendors and volunteer users | TBD | Open | Users (Casual Users) |

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EXHIBIT M
HBSS PROPOSAL BY REFERENCE**

The HBSS Proposal to the Department of Transportation is incorporated herein by reference

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EXHIBIT N
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. HBSS Certificate of Authority
- B. HBSS Certificate of Vote
- C. HBSS Certificate of Insurance

2012-132 Exhibit N-Certificates and Attachments

Initial All Pages:

Contractor's Initials

Exhibit N

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1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) proposal totaling \$341,675 for the period between the Effective Date through 07/01/2015. HBSS shall be responsible for performing its obligations in accordance with the Contract. The Contract will allow HBSS to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Summary Deliverable Payment Schedule

Below is the summary of the deliverable payment schedule.

| Phase I Procurement | Units | Price | Phase II Optional Procurement | Units Price | Unit |
|----------------------------|--------------|------------------|--------------------------------------|------------------------------|---|
| Software | 10 regions | \$129,849 | Software/Additional Modules | \$20,623 | Module |
| Services (Train/Install) | 4 regions | \$12,564 | Services (Train/Install) | \$3307 | Region |
| Hosting | 5 regions | \$38,000 | Hosting | \$3600 | Region |
| Warranty/Maintenance | 3 yrs. | \$27,406 | Warranty/Maintenance | \$13,387. | Year |
| Customizations | | \$18,000 | Customizations | Up to \$18,000 @ hourly rate | Hourly rate |
| Interchange | | \$6,500 | Interchange | \$3,500 | 3 rd party software provider |
| Hardware | 4 servers | \$16,000 | | | |
| | | \$248,319 | | | \$93,356 |

The State or community partners may purchase any additional licenses of the Software Solution at this proposed discount rate, for a period of three (3) years from the Contract effective date.

HB Software Solutions

1075 Westford St, Lowell, MA 01851
 978.379.0010 Fax 978.379.0014
 www.hbssonline.com



Realizing Your Transportation Vision

| Ref Num | Activity, Deliverable, or Milestone | Deliverable Type | Projected Delivery Date | | | Payment Due | Invoice Amount |
|---------|---|------------------|-------------------------|----|----|------------------|------------------|
| | | | MM | DD | YY | | |
| 1 | Work Plan | Written | 7 | 1 | 13 | \$1,954.53 | |
| 2 | Communications and Change Management Plan | Written | 7 | 1 | 13 | \$983.13 | |
| 3 | Software Change Control Process Document | Written | 7 | 1 | 13 | \$977.27 | |
| 4 | Conduct Project Kickoff Meeting | Non-Software | 8 | 2 | 13 | \$977.27 | |
| 5 | Documentation of Operational Procedures | Written | 8 | 16 | 13 | \$1,954.53 | |
| 6 | Software Configuration/Design Documentation | Written | 8 | 30 | 13 | \$977.27 | |
| 7 | Hosting Setup | Non-Software | 9 | 6 | 13 | \$16,000.00 | \$23,824 |
| 8 | Requirements Trace ability Matrix | Written | 9 | 20 | 13 | \$977.27 | |
| 9 | Software Configuration Plan | Written | 9 | 27 | 13 | \$977.27 | |
| 10 | Software License Transfer (50%) | Software | 10 | 4 | 13 | \$64,924.50 | \$66,879 |
| 11 | Recommended Required Upgrades to State Infrastructure Report | Written | 10 | 18 | 13 | \$977.27 | |
| 12 | Knowledge Transfer Plan | Written | 10 | 25 | 13 | \$977.27 | |
| 13 | Systems Interface Plan and Design/Capability | Written | 11 | 1 | 13 | \$977.27 | |
| 14 | Detailed Testing Plan and Testing Results | Written | 11 | 15 | 13 | \$977.27 | |
| 15 | 16 | Written | 11 | 29 | 13 | \$977.27 | |
| 16 | Deployment Plan | Written | 12 | 6 | 13 | \$977.27 | |
| 17 | Comprehensive Training Plan and Curriculum | Written | 12 | 20 | 13 | \$0.00 | |
| 18 | End User Support Plan | Written | 12 | 27 | 13 | \$977.27 | |
| 19 | Fully Tested Data Conversion Software | Software | 2 | 30 | 14 | \$1,954.53 | \$9,773 |
| 20 | Software Installed, Configured, and Operational to satisfy State requirements (50%) | Software | 3 | 24 | 14 | \$64,924.50 | \$64,925 |
| 21 | Conduct Unit and System Testing | Non-Software | 4 | 7 | 14 | \$977.27 | |
| 22 | Conduct Integration Testing | Non-Software | 4 | 21 | 14 | \$977.27 | |
| 23 | Conduct User Acceptance Testing | Non-Software | 5 | 12 | 14 | \$977.27 | |
| 24 | Perform Production Tests | Non-Software | 5 | 26 | 14 | \$1,954.53 | |
| 25 | Functioning In-Bound and Out-Bound Interfaces | Software | 6 | 9 | 14 | \$0.00 | |
| 26 | Converted Data Loaded into Production Environment | Software | 6 | 31 | 14 | \$1,954.53 | |
| 27 | Tools for Backup and Recovery of all Applications and Data | Software | 7 | 15 | 14 | \$977.27 | \$9,773 |
| 28 | Hosting (1st Year) | Non-Software | 7 | 28 | 14 | \$12,920.00 | \$12,920 |
| 29 | Conduct Training/I.43 | Non-Software | 8 | 31 | 14 | \$1,954.53 | |
| 30 | Cutover to New Software | Non-Software | *Monthly | | | \$977.27 | |
| 31 | All Operating System Software | Software | 9 | 15 | 14 | \$977.27 | |
| 32 | Project Status Reports | Written | *Monthly | | | \$1,954.53 | |
| 33 | Conduct Project Exit Meeting | Non-Software | 9 | 15 | 14 | \$1,876.35 | \$7,740 |
| 34 | Hosting (Year 2 and 3) | Non-Software | | | | \$25,080.00 | \$25,080 |
| 35 | Warranty/Maintenance | Non-Software | | | | \$27,406.00 | \$27,406 |
| | Total | | | | | \$248,319 | \$248,319 |



| Table 2 – Detailed Hardware Deliverables | | |
|---|--------------------------------|-----------------|
| Description | Owned and Maintained By | Quantity |
| Database Server* | HBSS | 1 |
| DatabaseServer (backup) | HBSS | 1 |
| Web Server* | HBSS | 1 |
| Web Server (backup) | HBSS | 1 |
| Grand Sub Total | | 4 |

*The database server and Web server are 2 FAT machines that will host multiple Virtual Servers (max of 12, will support 10 individual sites, Billing and Social Networking components)

*Web Server will be 2 Server class machines supporting the Applications.

Server Specifications:

Database Server

- Base Unit: Dell Power Edge R710 with Chassis for up to 6, 3.5 inch Hard Drives
- Processor: Power Edge R710
- Memory: 24GB Memory (6x4GB), 1333 MHz Dural Ranked LV RDIMMS for 2 Procs, Optimized
- Monitor: Embedded Broadcom, GB Ethernet NICS with TOE
- Video Card: Intel Xeon E5645 2.4 GHz, 12M Cache, 5.86 CT/s QPI, 6C
- Hard Drive: HD Multi Select
- Hard Drive Controller: SAS 6/iR Integrated, x6 Chassis
- Floppy Disk Drive: Power Saving BIOS Setting
- Operating System: Windows
- Mouse: Internal SD Module with 1GB SD Card
- Modem: I DRA C6 Express
- CD-Rom/DVD Rom Drive: DVD ROM, SATA, Internal
- Sound Card: Bezel
- Feature: RAID 1 for H700, PER C 6/I, H200 or SAS 6/I Controllers
- Feature: Ready Rails Sliding Rails with Cable Management Arm

Web Server

- Base Unit: Dell Power Edge M910 Blade Server
- Primary Processors: 2X Intel® Xeon® E6510 1.73GHz, 12M cache, 4.80 GT/s QPI, Turbo, HT, 6C, 800MHz Max memory



- Memory: 16GB Memory (8x2GB), 1066MHz, Single Ranked LV RDIMMs for 2 or 4 Processor
- Hard Drive: Add-in H200 supporting 1-2 HDs SAS - No RAID
- Hard Drives: 146GB 10K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive
- Drive Partitioning: Onboard NIC Type (Fabric A): Onboard Broadcom 5709 Quad Port 1GbE NIC with TOE
- Operating System: Windows Server 2008/Linux – depending on Web Server

Change Orders or Added Work

The list below provides hourly rates for change orders and added work.

Change Orders or Added Work: Staff Costs – Hourly Rates (fully burdened)

| Position Title | SFY 2013 1/1/2013- 6/30/2013 | SFY 2014 7/1/2013- 6/30/2014 | SFY 2015 7/1/2014- 6/30/2015 |
|---|------------------------------------|------------------------------------|------------------------------------|
| Project Manager | \$100/hr | \$110/hr | \$115/hr |
| Integration Manager | \$85/hr | \$90/hr | \$95/hr |
| Installation Manager | \$75/hr | \$80/hr | \$85/hr |
| Programmer for Software Module Customizations | \$75/hr | \$80/hr | \$85/hr |
| Programmer for New Reports Generation and Enhancement | \$50/hr | \$55/hr | \$60/hr |
| Application Specialist | \$50/hr | \$55/hr | \$60/hr |
| Requirements Manager | \$50/hr | \$55/hr | \$60/hr |
| Technical Support | \$35/hr | \$40/hr | \$45/hr |
| Trainer | \$35/hr | \$40/hr | \$45/hr |



2. TOTAL 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 \$341,675 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to HBSS for all fees and expenses, of whatever nature, incurred by HBSS in the performance hereof.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. HBSS shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. HBSS and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The HBSS team will provide training templates as defined in the Training Plan, which will be customized to address the State’s specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. HBSS shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications; and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. HBSS shall manage project execution and provide the tools needed to create and manage the Project’s Work Plan and tasks, manage and schedule project staff; track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- G. HBSS shall adopt an Implementation time-line aligned with the State’s required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.



1.2.1 Project Infrastructure

The focus of the project infrastructure work phase is the acquisition and implementation of the project's development and production hardware infrastructure.

1.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for implementation in accordance with the State's schedule.

Implementation shall be piloted in one region to refine the training and implementation approach.

1.2.3 Change Management and Training

HBSS change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The HBSS team shall provide the consulting services. Its approach includes but is not limited to the following:

2.1 NH State Wide Implementation Methodology

The HBSS approach for statewide technology projects is highlighted below:

- Single point of contact through life of project
- Individual agency operation assessments and Implementation Action Plan (IAP)
- Single project manager
- Minimum of Bi-Weekly implementation status calls
- Maintenance of Action Items List
- NH state reporting package
- User group meetings
- Phased / Flexible technology approach

2.2 HBSS Implementation Methodology

HBSS follows a proven, logical implementation methodology in order to deliver effective solutions. Following this process serves to ensure that the business and operational requirements of each participating agency are clearly identified and met in the most effective, cost efficient way. This enables our staff to tailor the stages and focus energy, time and expertise where they are most needed. Each stage contains milestones, enabling us to segment the overall project into a set of smaller projects and deliverables customized to meet the client's goals.



HBSS will provide project management service for the tasks outline in this document. The HBSS project manager will have explicit responsibility for the administration and technical direction of HBSS employees. The HBSS project manager is responsible for the following duties, which will be carried out in liaison with the State's Project Manager.

- Establish procedures for the management and administration of the project prior to the start of the project and in conjunction with the Lead Agencies.
- Establish communication procedures to ensure that all team members are kept fully aware of the project.
- Coordinate HBSS resources.
- Develop the project work plans, testing plans and other documentation related to procedures and implementation.
- Scheduling training
- Track and report project progress against established work plans and schedules
- Provide a single point of contact at HBSS
- Conduct minimum of bi-weekly conference calls with the NHDOT project manager and Lead Agencies describing activity for the month based on planned activities and field information.
- Maintain a work plan
- Maintain an action items list
- Administer the change control procedure
- Conduct on-site visits

Participating Lead Agencies will establish a team composed at a minimum of a system administrator, and a supervisor and/or mobility manager. The responsibilities listed in this section will require the Lead Agencies team have the authority to act on behalf of the agency with respect to all aspects of this project. The Lead Agency team will be responsible for the following duties which will be carried out in liaison with the HBSS Project Manager.

- Serve as the interface and single point of contact between HBSS and the Lead Agency.
- Co-facilitate status meetings with the HBSS manager.
- Manage all Project Team activities including monitoring and tracking project tasks and deliverables.
- Review and discuss the periodic status reports and action items list prepared by the HBSS project manager.
- Obtain and provide information, decisions, and approvals to HBSS with in a reasonable number of business days of HBSS' request.
- Resolve deviations from the project plan that are within the Lead Agency's control.
- Coordinate resources from the Agency and schedule conference calls and training
- Track and monitor the Lead Agencies resource and time budgets

2.3 The Phased Approach

HBSS has identified many technology needs on a statewide basis, however individual agencies will determine the exact technology components that are ultimately deployed. As a result, HBSS will work with each agency to establish a sensible, phased implementation plan given the exact mix of technologies to be deployed. HBSS has outlined a minimum two-phase implementation plan for the



state. The first will be to train and deploy five Lead Agency sites. The second phase will be to integrate any additional sites up to 10.

The first phase will consist of HBSS installing, configuring and training on the HBSS TRIMS/Basic, TRIMS/Coordination, TRIMS/Advanced and TRIMS/Admin suite of modules for each of the five (5) lead agencies.

HBSS Delivery approach is a multi stage implementation process based on individual needs and specific client requirements. This approach allows HBSS to gain full understanding of each agency site and business requirements then configure the HBSS software to ensure that the proper business rules are implemented in the system. The first stage, the business process review/ analysis concentrates on understanding and documenting the customer's operations, services, billing and reporting requirements, business processes, and potential impacts to those business processes. The next stage is construction which concentrates on factory testing and preparing for training. The final stages are implementation and support, which concentrate on user training, going live, configuration, acceptance testing and post-go live support.

2.4 Hosted Server Access

a. Definition of "Hosted Server Access" - HBSS will:

- 1) Provide non-production access to a computer server or servers ("Hosted Server") with the operating system configuration specific in the Ordering document and Exhibit.
- 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
 - a) Scheduled maintenance (at least once weekly – timing to be coordinated with the State);
 - b) Scheduled periods when backup of Hosted Server takes place – timing to be coordinated with the State;
 - c) Emergency (non-scheduled) outages,
 - d) Scheduled outages for application of patches or other modifications requested by the State;
 - e) Perform one (1) daily backup of development and test instances of HBSS programs and State test data present on the Hosted Server, and
 - f) Upon completion or termination of the Hosted Server Access, create a copy of State development and test instances, using a medium agreed upon in advance, to facilitate transition of such information to other computer hardware ("Decommission Backup"). Transition and migration services are not provided as part of the Services but may be acquired separately from HBSS.

b. Conditions and assumptions related to Hosted Server Access:

- 1) State use of Hosted Server is limited to development, test, and demonstration activities related to HBSS programs, and the State will not use the instance(s) for production purposes or for any other purpose not expressly stated herein.
- 2) Multiple customers may share the same computer server; the State instances shall be separated from other instances located on the same server using password protection.
- 3) The State acknowledges that HBSS may use server and network equipment owned by HBSS or third-party hosting provider.



- 4) The allocation of server resources is at HBSS's discretion. Requests for dedicated or additional servers, additional disk space, or other additional hardware will result in a higher fee.
- 5) The equipment and network connections provided for the Services are designed to accommodate a statewide implementation.

2.5 Network Services

- a. Definition of "Network Services" - HBSS will:
 - 1) Assist with installation and configuration of network connectivity specified in the ordering document and exhibit. In most cases, the State shall access its system using a Virtual Private Network (VPN) connection.
- b. Conditions and assumptions related to Network Services:
 - 1) Costs for equipment, labor and services to maintain Internet connectivity from within HBSS facilities are HBSS responsibility. The State is responsible for any equipment, labor, and/or services necessary to set-up and maintain Internet connectivity at the State and/or other third party sites. If the State requests special network equipment and configurations at an HBSS facility, the State shall be charged on a time and materials basis in accordance with time & materials rates specified in the ordering document and exhibit ("T&M Rates") for acquiring and setting up such special network arrangements.
 - 2) If the State has been provided with a "loaner" communication equipment, the State shall maintain the equipment in a secure location, in the condition it was received, and shall not permit any use of the equipment other than (a) in connection with the Services, and (b) for access to the Hosted Servers or to third-party servers agreed upon by HBSS and the State. The State shall return the communication equipment to HBSS upon termination of the Network Services. Charges for Network Services will continue until the State returns all communications equipment in operational condition or reimburses HBSS for any loaner equipment that is not returned.
 - 3) The network equipment and connections provided by HBSS to deliver Network Services are designed to accommodate a statewide implementation.
 - 4) At the State's option, authorized third parties (e.g., software implementers, network providers) may be given limited access by HBSS to certain levels of the State's system through the VPN or through a separate network connection that meets HBSS specifications.
 - 5) The State is responsible for ensuring that its network and system complies with specifications that HBSS provides and, if the State is providing its own hosted servers, that all components of the HBSS software environment are accessible through the VPN.
 - 6) HBSS is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of HBSS such as bandwidth issues outside of HBSS's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of HBSS's firewall or for any issues that are the responsibility of the State Internet Service Provider.

Upon termination, the State must return to HBSS all equipment provided or owned by HBSS.



3. PRELIMINARY WORK PLAN: BUSINESS PROCESS REVIEW

The HBSS business process review typically involves either one or two days of onsite evaluation depending on the size of the organization and the availability of the staff. HBSS staff will meet with the agency's identified point person for the project. HBSS staff is prepared with a series of questions that will be documented based on the responses of the agency staff. HBSS will also request copies of relevant reports and documentation (if applicable) of business rules that will be required by the software. This process is done on site so that questions can be asked of other staff members if necessary with minimal disturbance to the agencies daily operations.

Current Business Processes DFD

Data Flow Diagrams (DFDs) are created with the help of client staff describing who does what in the operations and how does the data flow in the operations from Client phone call to final reimbursement of each ride and followed up reporting on the ride and any complaints that may follow.

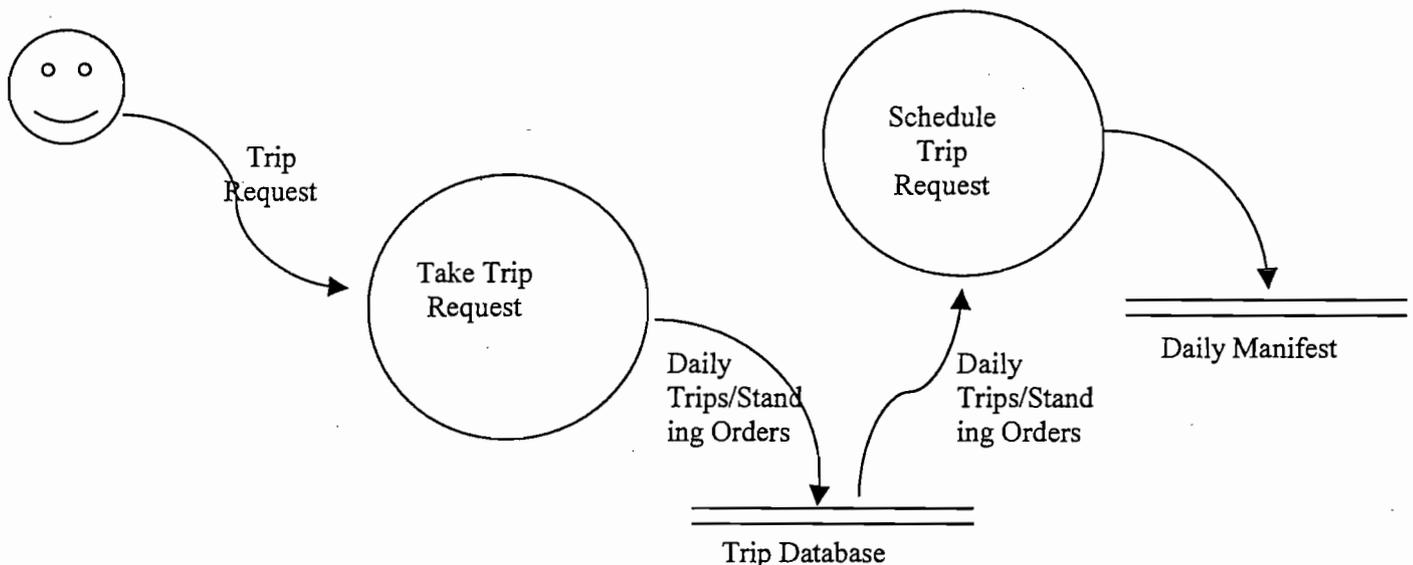


Figure 1: A Sample DFD that shows how a client's trip request flows through to assignment to a driver and vehicle (called Manifest)

The business process review shall result in DFD diagrams be built for the entire operations, and then each bubble will be assigned a software module and a user role. This when completed will show how the entire system will operate under the new software, and with which role being required at what stage.



Further by assigning time of the day, and days of the week, when specific tasks will be executed, the entire operational plan can be laid with automation at its core.

Functional Specifications and Minimum Data Protocols

Based on the information obtained in the business process review and through the DFD HBSS will complete a functional specification document for the project. A functional specifications document (FSD) in software development is the documentation that describes the requested behavior of an engineering system. The documentation will describe what is needed by the system user as well as requested properties of inputs and outputs (e.g. of the software system).

The specification document will be used to clearly and accurately describe the essential technical requirements. Specifications help avoid duplication and inconsistencies, allow for accurate estimates of necessary work and resources, act as a negotiation and reference document for engineering changes, provide documentation of configuration, and allow for consistent communication among those responsible for the eight primary functions of Systems Engineering.

Part of the FSD will be to determine the minimum data needed to exchange between the centralized system and each agencies system. The protocols for the data exchange will be documented in the FSD.

Module Design

HBSS will determine the most appropriate configuration of the selected software modules to meet the needs and requirements defined in the analysis phase of the project.

Integration Design

HBSS will lay out clearly what data will flow from which 'function' to which 'function' and via which database element. Each of the database elements will be fine tuned and optimized for performance.

Design Review and Documentation

After the Requirements Review, HBSS will create a Requirements Matrix (RM). HBSS will review the system design and functionality for NH DOT and a reference to each corresponding portion in the RM.



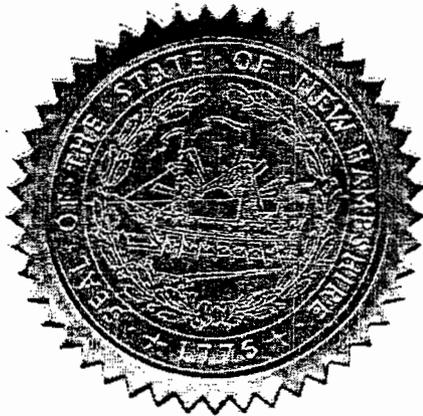
4. SECURITY

HBSS shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided based on State security requirements. HBSS 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.

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 HB Software Solutions, Inc. doing business in New Hampshire as HBSS Information Systems, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 28, 2012. 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 4th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

Date: 4/8/2013 (Annual Report History, View Images, etc.)

Filed Documents

Business Name History

| Name | Name Type |
|-----------------------------|------------|
| HBSS Information Systems | Legal |
| HB Software Solutions, Inc. | Home State |

Corporation - Foreign - Information

Business ID: 673568
Status: Good Standing
Entity Creation Date: 6/28/2012
State of Business.: DE
Principal Office Address: 1075 Westford Street
 Lowell MA 01851
Principal Mailing Address: 1075-1079 Westford St. Suite 304
 Lowell MA 01851
Last Annual Report Filed Date: 3/21/2013
Last Annual Report Filed: 2013

Registered Agent

Agent Name: Bhatnagar, Shalabh
Office Address: 11 Cherrywood Drive
 Nashua NH 03063

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Corporation Division

[Search](#)
[By Business Name](#)
[By Business ID](#)
[By Registered Agent](#)
[Annual Report](#)
[File Online](#)

Date: 4/8/2013 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|-----------------------------|------------|
| HBSS Information Systems | Legal |
| HB Software Solutions, Inc. | Home State |

Trade Name - Domestic - Information

Business ID: 673567
Status: Active
Entity Creation Date: 6/28/2012
Principal Office Address: 1075 Westford Street
 Lowell MA 01851
Principal Mailing Address: 1075-1079 Westford St. Suite 304
 Lowell MA 01851
[Name Not Available] **[Address Not Available]**

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Certificate of Authority/Vote

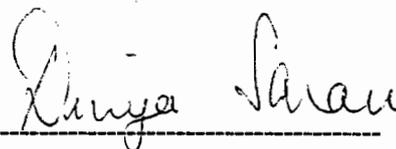
I, Divya Saran, do hereby certify that:

1. I am duly elected Assistant Secretary of HB Software Solutions, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 26, 2013.

RESOLVED: That this Corporation, HB Software Solutions, Inc. enter into a contract with the State of New Hampshire, acting through its Department of Transportation, to purchase software to promote and facilitate coordination of human services transportation and public transportation statewide.

RESOLVED: That the President, Himanshu Bhatnagar, is authorized on behalf of HB Software Solutions, Inc. to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

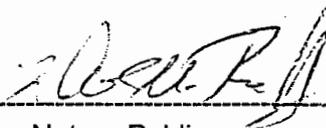
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 26, 2013.
4. Himanshu Bhatnagar is the duly elected President of the Corporation.



Divya Saran
Assistant Secretary

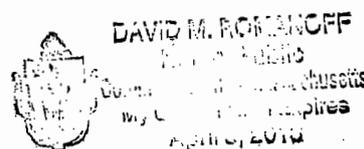
State of Massachusetts
County of Middlesex

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Divya Saran.



Notary Public

Commission Expires:



HB Software Solutions, Inc.
Consent of Sole Shareholder

I, Himanshu Bhatnagar, hereby certify that I am the Sole Shareholder and President of HB Software Solutions, Inc. I hereby consent to the adoption of the following resolutions effective March 26, 2013:

RESOLVED: That this Corporation, HB Software Solutions, Inc. enter into a contract with the State of New Hampshire, acting through its Department of Transportation, to purchase software to promote and facilitate coordination of human services transportation and public transportation statewide.

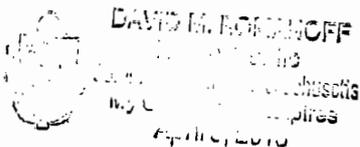
RESOLVED: That the President, Himanshu Bhatnagar, is authorized on behalf of HB Software Solutions, Inc. to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

I hereby certify and acknowledge that the State of New Hampshire Department of Transportation will rely on these resolutions as evidence that I have full authority to bind HB Software Solutions, Inc. for that certain contract with the State of New Hampshire Department of Transportation to purchase software to promote and facilitate coordination of human services transportation and public transportation statewide.

Himanshu Bhatnagar
Personally appeared before me
this Day March 26, 2013

David M. Rosenoff

Himanshu Bhatnagar
Himanshu Bhatnagar
Sole Shareholder and President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3/21/13**

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

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

PRODUCER
 H & K Ins. Agency, Inc.
 P.O. Box 344
 182 Main Street
 Watertown, MA 02472

INSURED
 HB Software Solutions Inc
 1075 Westford St
 Lowell, Ma 01851

CONTACT NAME: Daralyn Perry
PHONE (A/C No. Ext): (617) 612-6510
FAX (A/C No.): (617) 926-0912
E-MAIL ADDRESS: dperry@hkinsurance.com
INSURER(S) AFFORDING COVERAGE: CNA Commercial Insurance
INSURER A: CNA Commercial Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| TYPE OF INSURANCE | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|-------------------------------|---------------|-------------------------|-------------------------|--|
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC MOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS UNOWNED AUTOS ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$ | | 2072087708 | 9/19/12 | 9/19/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | 2072087708 | 9/19/12 | 9/19/13 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | B2091512230 | 9/19/12 | 9/19/13 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| EMPLOYERS' LIABILITY EMPLOYER/PARTNER/EXECUTIVE MEMBER EXCLUDED? (Y/N) <input type="checkbox"/> N/A Describe under SECTION OF OPERATIONS below | | WC2054635255 | 4/1/13 | 4/1/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All Insured as required by contract - NH Department of Transportation.

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

AUTHORIZED REPRESENTATIVE
 Daralyn Perry

State of New Hampshire
 Department of Transportation
 Patrick Herlihy

HB Software Solutions, Inc.

Consent of Sole Shareholder

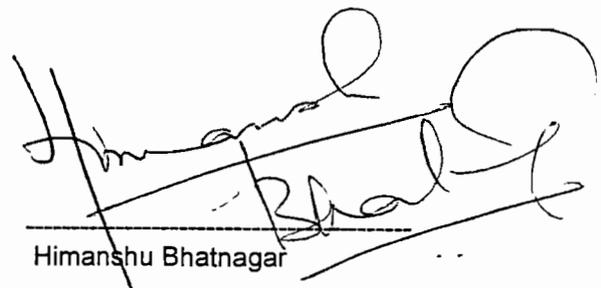
I, Himanshu Bhatnagar, hereby certify that I am the Sole Shareholder and President of HB Software Solutions, Inc. I hereby consent to the adoption of the following resolutions effective March 26, 2013:

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RESOLVED: That the President, Himanshu Bhatnagar, is authorized on behalf of HB Software Solutions, Inc. to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

I hereby certify and acknowledge that the State of New Hampshire Department of Transportation will rely on these resolutions as evidence that I have full authority to bind HB Software Solutions, Inc. for that certain contract with the State of New Hampshire Department of Transportation to purchase software to promote and facilitate coordination of human services transportation and public transportation statewide.

Himanshu Bhatnagar
personally appeared before me
this Day March 26, 2013
David M. Rosenberg


Himanshu Bhatnagar

Sole Shareholder and President

 DAVID M. ROSENBERG
Notary Public
State of New Hampshire
My Comm. Expires
April 1, 2014

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION COORDINATION SERVICES SYSTEM
CONTRACT 2012-132-PART 3

EXHIBIT O

FEDERAL CLAUSES



Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and

available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions

pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may

terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued

for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts

except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing

requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made

available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the

extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

By signing below the Contractor agrees to comply with the applicable Federal Clauses in EXHIBIT O.

Date: March 26, 2013

Company Name: HB Software Solutions Inc

Authorized Name: Himanshu Bhatnagar

Signature: ~~Himanshu Bhatnagar~~

Title: President

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Hemanshu Bhatnagar, hereby certify
(Name and title of official)

On behalf of HB Software Solutions Inc that:
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

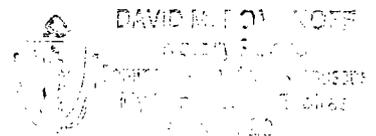
The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name HB Software Solutions Inc

Type or print name Hemanshu Bhatnagar

Signature of authorized representative [Signature] Date 3/26/13

Signature of notary and SEAL [Signature]
3/26/13



GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor HB Software Solutions Inc

Signature of Authorized Official [Signature] Date 3/26/13

Name and Title of Contractor's Authorized Official Himanshu Bhargava
President

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company HB Software Solutions Inc
Name Himanshu Bhargava Title President
Signature [Signature] Date 3/7/13

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company HB Software Solutions Inc
Name Himanshu Bhargava Title President
Signature [Signature] Date 3/12/13

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