



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

NOV 22 2019 11:02 DAS



William Cass, P.E.
Assistant Commissioner

43

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

Bureau of Mechanical Services
October 1, 2019

REQUESTED ACTION

Authorize the Department of Transportation to amend **SOLE SOURCE** Contract # 4002006 with Assetworks, LLC, (Vendor #175682) Wayne, Pennsylvania, to increase the value by \$130,290.34 from \$690,210.96 to \$820,501.30 to provide continued software maintenance for the Fleet Management System ; and to extend the completion date by an additional 2 years from January 1, 2020 through December 31, 2021. The original contract was approved by Governor and Council on May 26, 2010, item #109, and amended by increasing the total contract amount by \$227,945.30 for a total of \$514,166.91, as approved by Governor and Council March 26, 2014, item # 74. Governor and Council approved increasing the total contract amount by \$176,044.05 for a total of \$690,210.96, as amended and approved by Governor and Council December 21, 2016, item # 32. This requested amendment is set to commence upon Governor and Executive Council Approval or January 1, 2020, whichever is later, and expire December 31, 2021. **100% Other (Agency Class 27) funds: The Agency Class 027 used by the Department of Transportation to reimburse DoIT is 100% Highway Funds.**

Funds to support this request are anticipated to be available in the following accounts in FY 2020 and FY 2021 upon availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

ACCOUNTING - UNIT / ACCOUNT	ACTIVITY CODE	SFY 2020	SFY 2021	TOTAL
01-03-03-030010-76960000- DoIT- IT for DOT 038-509038 Technology Software	03960020	\$63,790.41	\$66,499.63	\$130,290.34

EXPLANATION

This contract amendment is submitted as a sole source request. This is necessary as the Department has initiated an RFP to replace the M5 fleet software with implementation and acceptance exceeding the contract expiration of the current software. Continuing with Assetworks in the form of an amendment is the most efficient method to continue our Fleet Management System without the loss of functionality and ensure continuity during implementation of a new system.

In September 2008, the Office of Legislative Budget Assistant (LBA) issued a Fleet Management Performance Audit. The LBA audit recommended the implementation of a fleet management system

and establishment of motor pools within the State. Since October of 1997, the Department of Transportation's Bureau of Mechanical Services has successfully used Assetworks' Fleet Management Software (FMS), to manage their vehicle fleet. Additionally, DOT's Tri-State partners, Maine and Vermont, are currently using Assetworks M5 Fleet Management System, providing yet another collaboration tool with these states in the future.

Currently, M5 is integrated with the Material and Asset Tracking System (MATS), Fleet Inventory Management System (FIMS), Construction Audit Management System (CAMS) and New Hampshire Financial system referred to as "INFOR" through passage of M5 data to these systems. FIMS and CAMS receive vehicle usage data directly from M5 either through a live connection to the M5 tables or a database link.

Infor downloads M5 parts and labor data to track Mechanical Services charges to Turnpikes and Highway. MATS receive billing, cost and payroll data directly from M5. M5 data is combined with MATS and VUA data in reports to Administrative Services.

Projects currently underway for enhanced integration of these systems with M5 include:

- Implementation of a new billing code and categorization system between M5 and MATS that allows M5 to store more detailed fleet unit specifications and rates which will, in turn, deliver more precise billing data to MATS;
- Improved synchronization of MATS vehicle rental codes with M5 state-owned vehicle codes to allow better comparison of owned vs rented costs;
- Implementation of new DOIT developed database views, based on M5 tables, to allow FIMS to extract unit usage and cost data directly from M5;
- Scheduled replacement of the CAMS application with ("Exevision's) integrated Project Development (iPD) application which will continue to receive M5 data via the data warehouse.

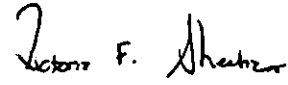
This contract amendment includes continued software maintenance of the existing system and contingency funding to assist in refining the reporting ability of the system. The requested amendment also funds contractor training and provisions to have the vendor install service patches and upgrades required to maintain the functionality of the system.

Assetworks, Inc. will furnish the required services, including 2 years of software support, for a total amount not to exceed \$130,290.34. The hourly rates, software upgrades & patches, annual software maintenance support, and contingency expenses are commensurate with the complexity and scope of the professional services to be provided.

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

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

Handwritten signature of Victoria F. Sheehan in black ink.

Victoria F. Sheehan
Commissioner
Department of Transportation

Handwritten signature of Denis Goulet in black ink.

Denis Goulet
Commissioner,
Department of Information Technology

DoIT # 2010-034C
DoIT RID # 43563

Attachments



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

Denis Goulet
Commissioner

July 16, 2019

Victoria F. Sheehan, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Sheehan:

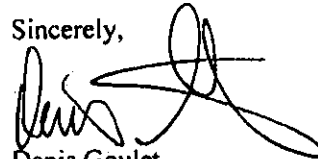
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source, contract amendment with AssetWorks, LLC, (Vendor #175682) of Wayne, Pennsylvania, described below and referenced as DoIT No. 2010-034C.

This is a sole source request to amend the current contract with AssetWorks for continued maintenance and support of the Fleet Management System and contractor training for an additional two years. An RFP is currently underway to replace this system.

This amendment increases the contract price by \$130,290.34, from \$690,210.96 to \$820,501.30, and shall become effective upon Governor and Executive Council Approval or January 1, 2020, whichever is later, through December 31, 2021.

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

Sincerely,



Denis Goulet

DG/ik
DoIT #2010-034C
RID: 43563

cc: Charles Burns, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement originally approved by Governor and Council on May 26, 2010, designated as Item #109; amended and approved by Governor and Council on March 26, 2014, designated as Item # 74; and amended and approved again by Governor and Council on December 21, 2016, designated as Item #32, (hereinafter and collectively referred to as the "Agreement"), AssetWorks, LLC (f/k/a AssetWorks, Inc.) (hereinafter referred to as "AssetWorks") agreed to supply Web Based Enterprise Fleet Management Services upon the terms and conditions specified in the Agreement, and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Department. AssetWorks, LLC and the Department shall collectively be referred to as the "Parties."

WHEREAS, pursuant to the original Agreement Section 13.17, titled Amendment, the 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;

WHEREAS, the Parties have agreed to amend certain provisions of the Agreement;

WHEREAS, the Department wishes to increase the end date of the contract from December 31, 2019 to December 31, 2021;

WHEREAS, the Department wishes to increase the Contract price by \$130, 290.34 to bring the total contract price to \$820, 501.30;

WHEREAS, the Parties seek to clarify the Agreement by inserting the additional information provided below.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to amend the Agreement as follows:

1. Amend General Provision 1.8, as shown on page one of the original Agreement, and increased by subsequent Amendments A and B, by increasing the Price Limitation by \$130, 290.34 from \$690,210.96 to \$820, 501.30.
- 2.1 Amend General Provision 1.7, as shown on page one of the original Agreement by changing the end date from December 31, 2019 to December 31, 2021.
- 2.2 Replace section 2.1, as show on page 13 of the original Agreement with the following language. The original contract was approved by Governor and Council on May 26, 2010 ("Effective Date") and was subsequently amended to extend the Contract Term to December 31, 2019, The Term, as governed by Contract Amendment C, shall be from January 1, 2020 through December 31, 2021. The Term may be extended for two (2) additional one (1) year periods ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2023.
- 3 Insert the following language directly after section 3.1 of the original Agreement, and designate these newly added paragraphs as Sections 3.2 and 3.3:

3.2 Early Termination

The Agreement shall continue to remain in force and effect for the entire period specified herein unless and until the specified end date of this Agreement, as dictated by General Provision 1.7 and Section 2.1; upon a termination event, as dictated by Section 13.7; or upon the Department's determination that a subsequent Fleet Management Software System is operable, whether operated by AssetWorks or any other entity, and the need for the services provided in this Agreement are no longer necessary. In the event the Department determines, before the end date, that the services provided in this Agreement are no longer required, it shall give adequate notice as dictated by Section 13.7.2.

3.3 Payment upon Early Termination

Any monetary amounts that are prepaid will be prorated on a monthly basis to compensate for services rendered prior to the early termination date. Whether such contract is entered into with AssetWorks or any other entity, prorated amounts that have been prepaid and are not used prior to the early termination date will be reimbursed to the State of New Hampshire. Such unused, prorated sums shall be paid in the form of a company check. AssetWorks is not entitled to any sums that remain after the monthly proration and compensation for services or materials supplied.

Please make check payable to: Treasurer of the State of New Hampshire
Please remit payment to: Department of Transportation - DOT Finance and Contracts
7 Hazen Drive / P.O. Box 483 - Concord, NH 03302 - 0483

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT C**

Regarding routine maintenance and support costs, AssetWorks shall receive a prorated amount, within the Price Limitation, for each full month of services rendered prior to the date of early termination. Compensation for each full month of services rendered will be provided in the following amounts:

- Fiscal Year 2020 - \$3,682.53/month (\$44,190.41/12)
- Fiscal Year 2021 - \$3,866.66/month (\$46,399.93/12)

Regarding upgrades, patches to the system, or other unforeseen expenses, AssetWorks will be compensated after completion of work, in an amount commensurate to the services performed or materials delivered. AssetWorks must notify the Department of its intent to perform work and provide a cost estimate. AssetWorks will only be reimbursed for amounts that have been submitted and approved by the Department.

Regarding the annual contractor training, Asset Works will be compensated for the Department's participation in the annual contractor training after the department has attended and completed said training. The Department shall notify AssetWorks of its intent to participate in the annual contractor training prior to commencement of the training session. AssetWorks will only be compensated for the annual contractor training in amounts that have been established in Table BIA to Exhibit C paragraph 1.1 "Professional Services" below.

- 3 The Agreement is further amended by adding section A2.2, Amendment C, Implementation Schedule – Activities / Deliverables / Milestones as described below:

2.2 Amendment C Implementation Schedule – Activities / Deliverables / Milestones

Projected delivery dates are preliminary estimates. Actual delivery dates will be set in the Work Plan and mutually agreed between the State and Asset Works.

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date
1	Provide Maintenance support – January 1, 2020 through December 31, 2020.	Jan 2020 - Dec 2020
2	Provide Maintenance support – January 1, 2021 through December 31, 2021.	Jan 2021 - Dec 2021

- 4 The Agreement is further amended by replacing Exhibit B Paragraph 1.1 as described below:

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$820,501.30 for the period between the Effective Date through December 31, 2021. AssetWorks LLC shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow AssetWorks to invoice the State for the following Activities, Deliverables, or Milestones at pricing/rates appearing in the price and payment tables below, based on the Exhibit B below.

The Agreement is further amended by Adding Table BIA to Exhibit B paragraph 1.1 as described below:

Professional Services	Est. Hours	Hourly Rates	Projected Payment Schedule	Total
Contingent Funding - for unforeseen needs during the contract extension period as determined by the State. Further software deliverables must be approved by the Department of Information Technology.	20	\$205.00 / Hour	1/1/2020 – 12/31/2020	\$4,100.00
Contingent Funding - for unforeseen needs during the contract extension period as determined by the State. Further software deliverables must be approved by the Department of Information Technology.	20	\$205.00/ Hour	1/1/2021 – 12/31/2021	\$4,100.00
Contingent Funding Total				\$8,200.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT C

Professional Services	Est. Hours	Hourly Rates	Projected Payment Schedule	Total
Professional Services	Cost per Training	N/A	Projected Payment Schedule	Total
Contractor Training - Funding to provide 2 Bureau individuals (2 different people each year) to attend the Contractors System training to stay current on new processes and best practices.	\$7,500.00	N/A	March 2020	\$7,500.00
Contractor Training - Funding to provide 2 Bureau individuals (2 different people each year) to attend the Contractors System training to stay current on new processes and best practices.	\$8,000.00	N/A	March 2021	\$8,000.00
Contractor Training Total				\$15,500.00
Professional Services			Grand Total	\$23,700.00

5 The Agreement is further amended by Adding Table BIC to Exhibit B Paragraph 1.1 as described below:

Table BIC - Amendment C Activity, Deliverable, Milestone Payment Table			
Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Projected Payment Schedule
1	Provide Remote Upgrades & Patches - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. Asset Works will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocus M5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. Asset Works will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.	January 2020 December 2020	\$8,000.00
2	Provide Remote Upgrades & Patches - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. Asset Works will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. Asset Works will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.	January 2021 December 2021	\$8,000.00
	Activity, Deliverable, or Milestone Pricing	TOTAL	\$16,000.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT C

Table B1C - Amendment C Activity, Deliverable, Milestone Payment Table

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Projected Payment Schedule
3	Provide Maintenance Support –January 1, 2020 through December 31, 2020	Jan 2020-Dec 2020	\$44,190.41
4	Provide Maintenance Support –January 1, 2021 through December 31, 2021	Jan 2021-Dec 2021	\$46,399.93
	Maintenance – Extension Period	TOTAL	\$90,590.34

6 The Agreement is further amended by Replacing Exhibit C Summary Table as described below:

ORIGINAL SUMMARY TABLE		
Subtotal Professional Services Deliverables and Pricing		\$ 100,340.00
Detailed License Deliverables and Pricing		\$ 94,000.00
Subtotal		\$ 194,340.00
Maintenance- post warranty period		\$ 91,881.61
Original Total		\$286,221.61
AMENDMENT A SUMMARY TABLE		
Professional Services Deliverables and Pricing		\$67,200.00
Subtotal		\$128,940.00
Maintenance- Extension Period		\$99,005.30
Amendment A Total		\$227,945.30
AMENDMENT B SUMMARY TABLE		
Professional Services Deliverables and Pricing		\$35,600.00
Subtotal		\$59,433.05
Maintenance- Extension Period		\$116,611.00
Amendment B Total		\$176,044.05
AMENDMENT C SUMMARY TABLE		
Professional Services Deliverables and Pricing		\$23,700.00
Subtotal		\$39,700.00
Maintenance- Extension Period		\$90,590.34
Amendment C Total		\$130,290.34
GRAND TOTAL		\$820,501.30

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT C

Table 2 Contract 2010-034 – FLEETFOCUS M5

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G & C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2001-034		May 26, 2010 Item #109	December 31, 2013	\$ 286,221.61
2010-034 Amendment A	Extension of maintenance and addition of functionality	March 26, 2014 Item #74	December 31, 2016	\$227,945.30
2010-034 Amendment B	Extension of maintenance	November 26, 2016 Item #32	December 31, 2019	\$176,044.05
2010-034 Amendment C	Extension of maintenance	July 31, 2019 # Item TBD	December 31, 2021	\$130,290.34
		CONTRACT TOTAL		\$820,501.30

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT C

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

John H. Hines III
<Authorized Representative Signature>

AssetWorks LLC
<COMPANY NAME>

Date: 7/29/19

Corporate Signature Notarized:

STATE OF Pennsylvania

COUNTY OF Chester

On this the 29 day of July, 2019, before me,

John H. Hines III, the undersigned Officer _____, personally

appeared and acknowledged her/him to be the President, of

AssetWorks LLC, a corporation, and that she/he, as such

President being authorized to do so, executed the foregoing instrument for the purposes

Therein contained, by signing the name of the corporation by her/himself as John H. Hines III.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Judith L. Sons
Notary Public/Justice of the Peace

My Commission Expires: 9-30-2021

(SEAL)

Commonwealth of Pennsylvania
NOTARIAL SEAL
JUDITH L. SONS, NOTARY PUBLIC
Tredyfferin Township, Chester County
My Commission Expires September 30, 2021

State of New Hampshire

Victoria F. Sheehan
Victoria F. Sheehan, Commissioner

Date: 11/8/19

State of New Hampshire
Department Of Transportation

Approved by the Attorney General (Form, Substance and Execution)

Allan B. Greenstein
State of New Hampshire, Department of Justice

Date: 11/15/2019

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010 - 034
CONTRACT AMENDMENT C

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at a meeting held on _____, 2019

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

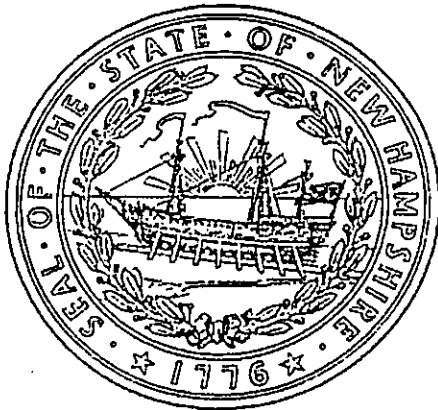
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASSETWORKS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 20, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 610494

Certificate Number : 0004532915



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of June A.D. 2019.

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

William M. Gardner
Secretary of State

RECEIVED
JUN 26 2019
NH DOT MECHANICAL SERVICES

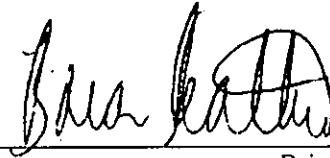
AssetWORKS

LIMITED LIABILITY CORPORATION CERTIFICATE OF AUTHORITY

I do hereby certify that John H. Hines, III, President of AssetWorks LLC, is authorized and empowered to make, enter into, sign, seal and deliver on behalf of AssetWorks LLC contracts for the sale and license of AssetWorks products and services.

I do hereby further certify that said authority has been in effect since 30 September 2008 and has not been modified, amended or repealed and is in full force and effect as of this date and that John H. Hines, III is duly elected President of AssetWorks LLC.

Attest:



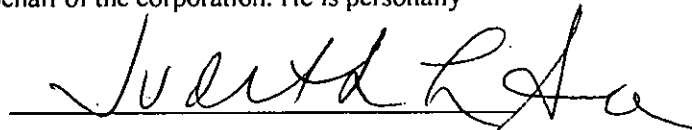
Brian Beattie
Secretary of AssetWorks LLC

July 29, 2019
Date Signed

Commonwealth Of Pennsylvania
County Of Chester

The foregoing instrument was acknowledged before me this July 29, 2019 by Brian Beattie, Secretary of AssetWorks LLC, a Delaware corporation, on behalf of the corporation. He is personally known to me.

Commonwealth of Pennsylvania
NOTARIAL SEAL
JUDITH L. SONS, NOTARY PUBLIC
Tredyffrin Township, Chester County
My Commission Expires September 30, 2021



Judith Lynn Sons, Notary

My commission Expires on 9/30/2021

ACORD™ CERTIFICATE OF LIABILITY INSURANCE RENEWAL DATE (MM/DD/YY) 09/27/2019

PRODUCER
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
 100 KING STREET WEST, SUITE 4700
 TORONTO, ON M5X 1E4 CANADA

Serial # 200182
 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CONSTELLATION SOFTWARE INC. AND ASSETWORKS LLC
 FLEET DIVISION
 998 OLD EAGLE SCHOOL RD.
 WAYNE, PA 19087


INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B: CHUBB INSURANCE COMPANY OF CANADA	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	99504839	09/27/2019	09/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 TENANTS LEGAL LIABILITY 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED	73600397	09/27/2019	09/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY. <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	78183369	09/27/2019	09/27/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$ \$
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7176-4342	09/27/2019	09/27/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER PROFESSIONAL LIABILITY AND TECHNOLOGY E&O	99504839	09/27/2019	09/27/2020	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: FLEETFOCUS M5 - CONTRACT 2010-034 - CONTRACT AMENDMENT C
 WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY, IT IS HEREBY UNDERSTOOD AND AGREED THAT NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS ADDED AS AN ADDITIONAL INSURED TO THE COMMERCIAL GENERAL LIABILITY POLICY, AUTOMOBILE LIABILITY POLICY AND UMBRELLA POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.
 THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND PROFESSIONAL LIABILITY AND TECHNOLOGY E&O POLICY HAVE BEEN PLACED BY WILLIS OF ILLINOIS, INC./GAB. WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER
 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 JOHN O. MORTON BUILDING
 P.O. BOX 483 - 7 HAZEN DRIVE
 CONCORD, NEW HAMPSHIRE 03302-0483

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 SF

ACORD™ CERTIFICATE OF LIABILITY INSURANCE RENEWAL DATE (MM/DD/YY) 09/27/2019

PRODUCER
 WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
 100 KING STREET WEST, SUITE 4700
 TORONTO, ON M5X 1E4 CANADA

Serial # 173745

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 CONSTELLATION SOFTWARE INC. AND
 ASSETWORKS LLC
 FLEET DIVISION
 998 OLD EAGLE SCHOOL RD.
 WAYNE, PA 19087

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	FEDERAL INSURANCE COMPANY	20281
INSURER B:	CHUBB INSURANCE COMPANY OF CANADA	
INSURER C:		
INSURER D:		
INSURER E:		


COVERAGES

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	99504839	09/27/2019	09/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 TENANTS LEGAL LIABILITY 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED	73600397	09/27/2019	09/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	78183369	09/27/2019	09/27/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$ \$ \$
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7176-4342	09/27/2019	09/27/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER PROFESSIONAL LIABILITY AND TECHNOLOGY E&O	99504839	09/27/2019	09/27/2020	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: SOFTWARE LICENSE AGREEMENT, NUMBER NH09-09-1

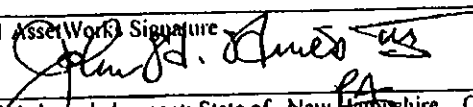


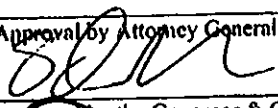

CERTIFICATE HOLDER
 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 JOHN O. MORTON BUILDING
 P.O. BOX 483 - 7 HAZEN DRIVE
 CONCORD, NEW HAMPSHIRE 03302-0483

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
STATEMENT OF WORK**

The State of New Hampshire and AssetWorks, Inc. hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name AssetWorks, Inc.		1.4 Contractor Address 998 Old Engle School Road Suite 1215 Wayne, PA 19087	
1.5 Contractor Phone Number 610-687-9202	1.6 Account Number See Attached	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$ 286,221.61
1.9 Contracting Officer for State Agency George N. Campbell, Commissioner		1.10 State Agency Telephone Number 603-271-3734	
1.11 AssetWorks Signature 		1.12 Name & Title of Contractor Signatory John H. Hines III, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>5/10/10</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 <u>John H. Hines III</u> of <u>Wayne, PA</u> [seal] NOTARIAL SEAL JUDITH L. BONS, NOTARY PUBLIC Tredyfflin Township, Chester County My Commission Expires September 30, 2011 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Judith L. Bons, Notary</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory <u>MICHAEL P. PILLING</u> <u>Deputy Commissioner</u>	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>5/14/10</u>			
1.18 Approval by the Governor & Council By:  DEPUTY SECRETARY OF STATE MAY 26 2010			

STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
FLEETFOCUS M5
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Account Funding for FleetFocus M5

Account#	State FY	Amount
04-96-96-960515-3005-020-500235	SFY2010 Jul 2009-Jun 2010	\$ 190,839.99
04-96-96-960515-3005-020-500220	SFY2011 Jul 2010-Jun 2011	\$ 25,171.25
04-96-96-960515-3005-020-500220	SFY2012 Jul 2011-Jun 2012	\$ 27,744.82
04-96-96-960515-3005-020-500220	SFY2013 Jul 2012-Jun 2013	\$ 28,082.06
04-96-96-960515-3005-020-500220	SFY2014 Jul 2013-Dec 2013	\$ 14,383.49
TOTAL		\$ 286,221.61

**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
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**STATE OF NEW HAMPSHIRE
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TERMS AND DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Active Equipment Units	Active Equipment Unit shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
Agreement	A contract duly executed and legally binding.
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that the contracted vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and AssetWorks, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the contracted vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contractor or Vendor	The vendor, AssetWorks Inc., whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion	Conversion will include export of M4 data tables and population of the M5 data tables in M5 database and importing external files from DES data into the FleetFocus M5 database.
COTS	Commercial-off-the-shelf software
Cure Period	The thirty (30) day period following written notification of a default within which an identified default must be cured.
Data	State's records, files, forms, data and other documents or information in either electronic or paper form that shall be used

2010-034 Contract-Statement of Work

Initial All Pages:

AssetWorks Inc.'s initials: JH

5/7/2010

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	during the Contract Term.
DBA	Database administrator
Deficiencies	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the contracted vendor to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule 21-R on September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format, provided by AssetWorks to State
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of AssetWorks cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles

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Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
MATS	Managing Assets for Transportation System
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's written direction to AssetWorks to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Phase One	Consists of business process review and coding of business requirements in M5, setup of hardware/software platform for the FleetFocus M5 fleet management system, setup of production, test, and training instances of the database on a test and a production application server, development and testing of Fuel and NH FIRST accounts receivable interfaces, conversion and testing of DOT M4 data, and population, testing and implementation of DES vehicle data.
Pilot Project	The term of this Contract during which the Department of Transportation and the Department of Environmental Services will execute the fleet management functions in AssetWorks M5 software to test the viability of implementing M5 Fleet Management System statewide.
Project	The planned undertaking regarding the entire subject matter of the

**STATE OF NEW HAMPSHIRE
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	Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP). The persons identified in SOW Section 4: <i>Contract Management</i>
Proposal	An offer, submitted in response to a request from a contracting authority, that constitutes a Solution to the problem, requirement or object. AssetWorks' written proposal
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review Period	The period set for review contained in the Work Plan for a Deliverable. If none is specified, then the review period will be five (5) business days.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by AssetWorks on the Project as described in the Contract.
Software	FleetFocus M5 Software provided by AssetWorks under the Contract
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements which include, without limitation, the Proposal, the Contract, Documentation, and applicable state and federal laws and regulations. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Transportation 7 Hazen Drive, Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.

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State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by the contracted vendor to perform work under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through December 31, 2013
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	That period following Acceptance/provision of a product during which the contracted vendor shall provide Warranty Services/support to the State at no charge, subject to any extensions for defect correction.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
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IT Security Terms:

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization
Role / Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization

**STATE OF NEW HAMPSHIRE
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This Contract is by and between the State of New Hampshire, acting through the Department of Transportation ("State", "DOT"), and AssetWorks, Inc., a Delaware Corporation, ("AssetWorks"), having its principal place of business at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087

PROJECT DESCRIPTION:

The M5 Fleet Management System Project (M5 Project) consists of the upgrade of the current M4 Fleet Management System to a web-based, enterprise wide FleetFocus M5 Management Software System, including extension of the current system maintenance, through December 31, 2013.

AssetWorks will provide to the State the following Services in accordance with this Contract including the Exhibits, which Services, as more specifically described in the Contract, include custom software development, consulting, education, installation, data conversion, training, and software modifications.

The Pilot Project defined in this Contract, will be the first phase of the implementation. This will include an upgrade of the current system and implementation of the FleetFocus M5 software jointly initiated by the Department of Transportation (DOT) and the Department of Environmental Services (DES). Based on the results of the performance of the M5 Fleet Management System for DOT and DES through December 31, 2011, and the recommendations from these pilot agencies, the second phase of the project will be the possible expanded implementation of the M5 Fleet Management System to include other State agencies.

Phase One Pilot Project consists of a business process review, coding of business requirements in M5, setup of hardware/software platform for the FleetFocus M5 fleet management system, setup of production, test, and training instances of the database on a test and a production application server, development and testing of the fuel system interface, the NH FIRST accounts receivable interface, the Managing Assets for Transportation System (MATS) data extract, conversion and testing of DOT M4 data, and the NHDOT and NHDES motor pools' data, and population, testing and implementation of DES vehicle data.

AssetWorks Fleet Management FleetFocus M5 System modules that will be implemented in Phase One include the standard license for up to 3000 units, replacement analysis module, motor pool module, dashboard module, and the fleet trends historical analysis module.

Professional services provided by AssetWorks include the following: a project kickoff session, business process review, system design and review, system setup and configuration in the development and test environments and including setup and configuration documentation, software installation and configuration, project administration, training (for DOT and DES personnel), data conversion, interface specification and programming, documentation services, go live support and technical support training.

RECITALS

The State desires to have AssetWorks provide a commercial-off-the-shelf, web-based, enterprise wide Software System called FleetFocus M5, and associated Services;

2010-034 Contract-Statement of Work

Initial All Pages:

AssetWorks Inc.'s initials: JH

5/7/2010

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**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
FLEETFOCUS M5
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AssetWorks wishes to provide a commercial-off-the-shelf, web-based, enterprise wide Software System called FleetFocus M5 and associated Services for the State.
The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- n. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Not Applicable for this Contract
- j. Exhibit I Work Plan
- k. Exhibit J Software License
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Not Applicable for this Contract
- o. Exhibit N AssetWorks Proposal
- p. Exhibit O Certificates and Attachments

1.2 Order of Precedence

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

- n. *The State of New Hampshire Terms and Conditions*
- b. State of New Hampshire, Department of Transportation, Contract 2010-034,
- c. AssetWorks Statement of Work, located in Attachment A, dated April 9, 2010 and updated April 16, 2010
- d. AssetWorks latest Cost Proposal, dated March 8, 2010
- e. *The IT Project Required Work Procedures*

1.3 Non-Exclusive, Firm Fixed Price Contract

This is a Non-Exclusive, Firm Fixed Price Contract (FFP) with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. AssetWorks shall not be responsible for any delay, act, or omission of such other contractors, except that AssetWorks shall

**STATE OF NEW HAMPSHIRE
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be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of AssetWorks.

2. CONTRACT TERM

2.1 Term

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

The Contract shall begin on the Effective Date and extend through December 31, 2013. The Term may be extended for two additional periods of three (3) years. ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2019.

AssetWorks shall commence work upon issuance of a Notice to Proceed by the State. Services shall be performed in accordance with a mutually agreed project plan based on this Contract.

The State does not require AssetWorks to commence work prior to the Effective Date; however, if AssetWorks commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of AssetWorks. In the event that the Contract does not become effective, the State shall be under no obligation to pay AssetWorks for any costs incurred or Services performed.

Time is of the essence in the performance of AssetWorks's obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

4. CONTRACT MANAGEMENT

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

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4.1 AssetWorks Contract Manager

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

Sandra McFarland
Director of Contracts
998 Old Eagle School Road
Suite 1215
Wayne, PA 19087
Tel: 610-225-8349
Fax: 610-971-9447
Email: Sandra.McFarland@AssetWorks.com

4.2 AssetWorks Project Manager

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

4.2.2 AssetWorks Project Manager shall have full authority to make binding decisions under the Contract, and shall function as AssetWorks's representative for all administrative and management matters. AssetWorks's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit 1, Section 2. AssetWorks's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. AssetWorks's Project Manager must work diligently and use his/ her best efforts on the Project. AssetWorks's Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 AssetWorks shall not change its assignment of AssetWorks Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of AssetWorks's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than AssetWorks Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. AssetWorks shall assign a

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

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

4.2.5 The AssetWorks Project Manager is:

Debra Wolfe
AssetWorks, Inc.
998 Old Eagle School Rd.
Suite 1215
Wayne, PA 19087
Tel: 610-225-8348
Email: Debra.Wolfe@AssetWorks.com

4.3 AssetWorks Key Project Staff

4.3.1 AssetWorks shall assign Key Project Staff who meet the requirements of the Contract. The State may conduct reference and background checks on AssetWorks Key Project Staff. The State reserves the right to require removal or reassignment of AssetWorks Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

4.3.2 In no event are Key Project Staff required to be exclusively assigned to this Project. However, AssetWorks shall not change any AssetWorks Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of AssetWorks Key Project Staff will not be unreasonably withheld. The replacement AssetWorks Key Project Staff shall have comparable or greater skills than AssetWorks Key Project Staff being replaced; meet the requirements of the Contract and be subject to reference and background checks described above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare AssetWorks in default and to pursue its remedies at law and in equity, if AssetWorks fails

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to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 AssetWorks Key Project Staff shall consist of the following individuals in the roles identified below:

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AssetWorks Key Project Staff:

Key Member(s)

Title

Rob Hallett

Director of Professional Services

Others To Be Declared within five (5)
days after Contract signing

4.4 State Contract Manager

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

Jon Hanson
Department of Transportation
7 Hazen Drive, Concord, NH
Tel: (603) 271-7419
Fax: (603) 271-3914
Email: jhanson@dot.state.nh.gov

4.5 State Project Managers

The State shall assign Project Co-Managers. The State Project Co-Managers' duties shall include the following:

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

The State Project Co-Managers are:

Barbara Tors, Department of Transportation
33 Smokey Bear Blvd, Concord, NH
Tel: (603) 271-1648
Fax: (603) 271-1649
Email: btors@dot.state.nh.us

David Morey, Department of Transportation
33 Smokey Bear Blvd, Concord, NH
Tel: (603) 271-1652
Fax: (603) 271-1649
Email: dmorey@dot.state.nh.us

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4.6 State Meetings and Reports

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

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

Introductory Meeting: Participants will include AssetWorks Key Project Staff and State Personnel from Department of Transportation, Department of Environmental Services (DES) and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

Kickoff Meeting: Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at the minimum, the AssetWorks Project Manager and the State Project Manager. Update Status meetings will be conducted at least every two weeks during the implementation, either in person, by email or teleconference. A status and error report from AssetWorks shall serve as the basis for discussion. Monthly status updates will be written and shall be prepared by the AssetWorks Project Manager or AssetWorks Key Project Staff in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

As reasonably requested by the State, AssetWorks shall provide the State with information or reports regarding the Project. AssetWorks shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested and mutually agreed upon by the State and AssetWorks personnel, within the scope of the project, at no additional cost to the State.

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4.7 State-Owned Documents and Data

AssetWorks 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 termination of the Contract, AssetWorks shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

AssetWorks 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 *Vendor Records Retention*.

AssetWorks 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. AssetWorks 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. AssetWorks 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 AssetWorks 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.

4.9 Accounting Requirements

AssetWorks 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.

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4.10 Background Checks

The State may, at its sole expense, conduct background screening of the AssetWorks Project Manager and AssetWorks Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1 Deliverables and Services

AssetWorks shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

After receiving written Certification from AssetWorks that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify AssetWorks in writing of its acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of AssetWorks written Certification. If the State rejects the Deliverable, the State shall notify AssetWorks of the nature and class of the Deficiency and AssetWorks shall correct the Deficiency within the period identified in the Work Plan. If no period for AssetWorks correction of the Deliverable is identified, AssetWorks shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify AssetWorks of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If AssetWorks fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require AssetWorks to continue until the Deficiency is corrected, or immediately terminate the Contract, declare AssetWorks in default, and pursue its remedies at law and in equity.

5.2 System/Software Testing and Acceptance

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

6. SOFTWARE

6.1 COTS Software and Documentation

AssetWorks shall provide the State with FleetFocus M5 Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

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6.2 COTS Software Support and Maintenance

AssetWorks shall provide the State with FleetFocus M5 Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

6.3 Interfaces Documentation, Software Support and Maintenance

AssetWorks shall provide the State with custom software for the interfaces defined and set for the under the Contract, and particularly described in Exhibit G: *Maintenance and Support Services*.

7. WARRANTY

AssetWorks shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

8. SERVICES

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

8.1 Administrative Services

AssetWorks shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

8.2 Implementation Services

AssetWorks shall provide the State with the implementation services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

8.3 Testing Services

AssetWorks shall perform testing services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*

8.4 Training Services

AssetWorks shall provide the State with training services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

8.5 Maintenance and Support Services

AssetWorks shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

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9. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit 1: *Work Plan*. AssetWorks shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit 1: *Work Plan*. The updated Contract Exhibit 1: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit 1: *Work Plan* shall not relieve AssetWorks from liability to the State for damages resulting from AssetWorks failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, AssetWorks must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of AssetWorks or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by AssetWorks to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from AssetWorks failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of AssetWorks receipt of a Change Order, AssetWorks shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

AssetWorks may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to AssetWorks requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

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11. INTELLECTUAL PROPERTY

11.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with AssetWorks. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use.

11.2 ASSETWORKS's Materials

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

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

11.3 Copyright

WWW Copyright and Intellectual Property Rights

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

11.4 Interfaces Custom Software Source Code

AssetWorks shall provide the State with a copy of the source code for custom software developed for the interfaces, which shall be subject to the license rights. The State shall receive a non-exclusive, perpetual, non-transferable license worldwide to use any custom developed software.

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11.5 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

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

12.2 State Confidential Information

AssetWorks shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to AssetWorks in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. AssetWorks shall immediately notify the State if any request, subpoena or other legal process is served upon AssetWorks regarding the State Confidential Information, and AssetWorks shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, AssetWorks shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 AssetWorks Confidential Information

Insofar as AssetWorks seeks to maintain the confidentiality of its Confidential Information, AssetWorks must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that AssetWorks considers the Software and Documentation to be Confidential Information. AssetWorks acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the

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State receives a request for the information identified by AssetWorks as confidential, the State shall notify AssetWorks and specify the date the State will be releasing the requested information. At the request of the State, AssetWorks shall cooperate and assist the State with the collection and review of AssetWorks information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be AssetWorks sole responsibility and at AssetWorks sole expense. If AssetWorks fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to AssetWorks without any liability to AssetWorks.

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving AssetWorks 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

13.2 Compliance by AssetWorks with Laws and Regulations: Equal Employment Opportunity

13.2.1 In connection with the performance of the Contract, AssetWorks shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon AssetWorks including, but not limited to, civil rights and equal opportunity laws. AssetWorks shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, AssetWorks shall comply with all applicable copyright laws.

13.2.2 During the term of the Contract, AssetWorks shall not discriminate against employees or applicants for employment in violation of applicable State or

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federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, AssetWorks 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 issues to implement these regulations. AssetWorks further agrees to permit the State, or United States, access to any of AssetWorks's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

AssetWorks shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide AssetWorks with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow AssetWorks to perform its obligations under the Contract.

13.5 Personnel

13.5.1 The performance of AssetWorks's obligations under the Contract shall be carried out by AssetWorks. AssetWorks shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform AssetWorks's obligations under the Contract. AssetWorks warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

13.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), AssetWorks 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

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13.7 Termination

This Section 13.7 shall survive the termination or Contract Conclusion.

13.7.1 Termination for Default

Unless otherwise provided in the Contract, either party shall provide the other written notice of default, and that party must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If the default is not cured within the Cure Period, the non-defaulting party may, at its sole discretion, terminate the Contract, declare the defaulting party in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares AssetWorks in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to AssetWorks under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and AssetWorks shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract, and to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. A party's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

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13.7.2 Termination for Convenience

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

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

13.7.3 Termination for Conflict of Interest

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

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

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

13.7.4 Termination Procedure

13.7.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require AssetWorks to deliver to the State any property, including without limitation,

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Interface Software and Written Deliverables, for such part of the Contract as has been terminated and previously paid for.

13.7.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, AssetWorks shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of AssetWorks and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, my property which is required to be furnished to the State and which has been accepted or requested by the State to the extent the State is so entitled under this Contract; and
- e. Provide written Certification to the State that AssetWorks has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.8 Force Majeure

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
FLEETFOCUS M5
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13.9 AssetWorks's Relation to the State

In the performance of the Contract, AssetWorks is in all respects an independent corporation, and is neither an agent nor an employee of the State. Neither AssetWorks nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.10 Assignment, Delegation and Subcontracts

13.10.1 AssetWorks shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

13.10.2 AssetWorks shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve AssetWorks of any of its obligations under the Contract; nor affect any remedies available to the State against AssetWorks that may arise from any event of default of the provisions of the contract. The State shall consider AssetWorks to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit AssetWorks from assigning the Contract to the successor of all or substantially all of the assets or business of AssetWorks provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that AssetWorks should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with AssetWorks its successors or assigns for the full remaining term of the Contract; continue under the Contract with AssetWorks, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to AssetWorks, its successors or assigns.

13.11 Indemnification

13.11.1 AssetWorks shall indemnify, defend and hold harmless the State, its officers and employees, from any and all third party claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
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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 AssetWorks, its personnel or agents in connection with AssetWorks's performance of the Contract.

13.11.2 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.

13.11.3 Survival

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to AssetWorks shall not exceed one (1X) times the total Contract price set forth in SOW Section 1.8 of the *Contract Agreement, General Provisions* form.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

13.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall AssetWorks be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AssetWorks's liability to the State shall not exceed one and one half times (1.5x) the total Contract price set forth in SOW Section 1.8 of the *Contract Agreement, General Provisions* form. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to AssetWorks's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.12.3 State's Immunity

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

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13.12.4 Survival

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

13.13 Insurance

13.13.1 AssetWorks Insurance Requirement

AssetWorks's 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:

- a. 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 incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State
- c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract 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 to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including:

State of New Hampshire
Department of Transportation
Commissioner George Campbell
7 Hazen Drive
Concord, NH 03301

**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
FLEETFOCUS M5
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13.14 Workers' Compensation

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

13.14.2 To the extent AssetWorks is subject to the requirements of N.H. RSA chapter 281-A, AssetWorks 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. AssetWorks shall furnish the Insurance Certificate Holder, 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 to the Contract and shall be incorporated therein by reference.

13.14.3 The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for AssetWorks, or any subcontractor or employee of AssetWorks, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

13.15 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of AssetWorks.

13.16 Notice

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

TO ASSETWORKS:
AssetWorks
998 Old Engle School Rd.
Wayne, PA 19087
Tel: (610-687-9202

TO STATE:
State of New Hampshire
Department of Transportation
33 Smokey Bear Blvd
Concord, NH 03302
Tel: (603) 271-1648

13.17 Amendment

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment,

**STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
FLEETFOCUS M5
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waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

13.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.21 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

13.22 Special Provisions

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference

13.23 Severability

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

13.24 Venue and Justification

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

13.25 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information*.

2010-034 Contract-Statement of Work

Initial All Pages:

AssetWorks Inc.'s initials: JH

5/7/2010

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STATE OF NEW HAMPSHIRE
DEPARTMENT of TRANSPORTATION
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Confidentiality and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.26 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings pertaining to the Project.

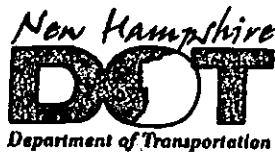
2010-034 Contract-Statement of Work

Initial All Pages:

AssetWorks Inc.'s initials: JH

5/7/2010

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Mechanical Services
February 21, 2014

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

REQUESTED ACTION

Authorize the Department of Transportation to amend Sole Source Contract # 4002006 Retroactively with Assetworks, Inc., (Vendor #175682) Wayne Pennsylvania, to provide continued software maintenance as well as expanding functionalities to the Fleet Management System; by increasing the total contract amount by \$227,945.30 from \$286,221.61 to \$514,166.91 and exercise an option to extend the completion date an additional 3 years from the retroactive starting date of January 01, 2014 and be completed December 31, 2016. This amendment is set to commence upon Governor and Executive Council approval and expire December 31, 2016. Original item was approved by Governor and Council on May 26, 2010, item #109. 100% Highway Funds.

Funding is available as follows for FY 2014 and FY 2015 and contingent upon the availability and continued appropriation for FY 2016 and FY 2017:

	<u>FY 2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>
04-096-096-960515-3005 Mechanical Services				
038-509038 Technology-Software	\$69,452.66	\$77,680.46	\$52,219.99	\$28,592.19

EXPLANATION

This contract amendment is submitted as a sole source request. This is necessary as Assetworks software is proprietary. Continuing with Assetworks in the form of an amendment is the most efficient method to expand and enhance the Fleet Management System.

This contract amendment request is retroactive due to delays in the vendor's response to provide requested documents for submission.

In September 2008, the Office of Legislative Budget Assistant (LBA) issued a Fleet Management Performance Audit. The LBA audit recommended the implementation of a fleet management system and establishment of motor pools within the State. Since October of 1997, the Department of Transportation's Bureau of Mechanical Services has successfully used Assetworks' Fleet Management Software (FMS), to manage their vehicle fleet. Additionally, DOT's Tri-State partners, Maine and Vermont, are currently using Assetworks M5 Fleet Management System, providing yet another collaboration tool with these states in the future.

Continuing the use of the current M5 Fleet Management System will allow the Department to capture and record fleet related data. Initiating the management review and implementing additional modules will allow for management to create reports to be used for analysis based on the data captured.

This contract amendment includes continued software maintenance of the existing system, management review to be conducted by the vendor to evaluate and recommend changes in the way the system is configured, and contingency funding to assist in refining the reporting ability of the system. The increased cost also funds an ad-hoc reporting module, user training, and provisions to have the vendor install service patches and upgrades required to maintain the functionality of the system.

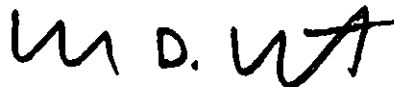
Assetworks, Inc. will furnish the required services, including 3 years of software support, for a total amount not to exceed \$227,945.30. The hourly rates, software, annual software maintenance and technical support expenses are commensurate with the complexity and scope of the professional services to be provided.

The amended agreement has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available.

Copies of the fully executed amended agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

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

Christopher D. Clement, Sr.
Commissioner



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
Commissioner

February 10, 2014

Christopher D. Clement, Sr.
Commissioner
NH Department of Transportation
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with Assetworks, Inc., for an enhanced Fleet Management System as described below and referenced as DoIT No. 2010-034A.

The purpose of this contract amendment is to exercise an option to extend the system maintenance by three years as well as to improve the system functionality. The amendment will fund the addition of an ad-hoc reporting module, user training, and provisions to have the vendor install service patches and upgrades required to maintain the functionality of the system. This amendment increases the total contract amount by \$227,945.30 from \$286,221.61 to \$514,166.91 and extends the completion date to December 31, 2016, upon Governor and Executive Council Approval.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings
Commissioner

PCH/dcp
2010-034A

cc: Gail Hambleton
Dave Perry

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on May 26, 2010, Item #109, (herein after referred to as the "Agreement"), Assetworks, Inc. (hereinafter referred to as (Assetworks) agreed to supply Web Based Enterprise Fleet management services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the ending date of the contract from December 31, 2013 to December 31, 2016

WHEREAS, the Department wishes to increase the Contract price by \$227, 945.30 to bring the total contract price to \$514, 166.91

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend General Provision 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$227,945.30 from \$286,221.61 to \$514,166.91
2. Amend General Provision 1.7 of the agreement by changing the end date from December 31, 2013 to December 31, 2016.
3. The Agreement is further amended by adding section A2.2 Amendment A Implementation Schedule – Activities / Deliverables / Milestones as described below:

A 2.1 Amendment A Implementation Schedule – Activities / Deliverables / Milestones

Projected delivery dates are preliminary estimates. Actual delivery dates will be set in the Work Plan and mutually agreed between the State and Asset Works.

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Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	<p><u>Ad-Hoc Reporting</u></p> <p>Ad-hoc reporting utilizes a separate report friendly database schema allowing users to build simple reports on-line. Using drop-down boxes and simple interface, users select the fields to be displayed in the report. Groups, summaries and grand-totals can be added to the reports. Charts can be easily added to display results graphically. Reports can be saved and exported to Excel, PDF, or XML</p>	Software	June 2014
3	<p><u>Fleet Focus M5 Management Review</u></p> <p>The review shall provide a high level overview utilizing "best practices" of the currently utilized Fleet Focus M5 software. This evaluation shall provide enhancements and refinements of current work process to optimize efficiency & productivity. Efficiencies may be realized in hard and soft cost savings, Improvements to fleet service reporting and achieving current best practices of the functionality of the software.</p>	Written	June 2014
4	Provide Maintenance support --January 1, 2014 through December 31, 2014.		Jan 2014-Dec 2014
5	Provide Maintenance support --January 1, 2015 through December 31, 2015.		Jan 2015-Dec 2015
6	Provide Maintenance support --January 1, 2016 through December 31, 2016.		Jan 2016-Dec 2016

4. The Agreement is further amended by replacing Exhibit B Paragraph 1.1 as described below:

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$514,166.90 for the period between the retroactive date of 1/1/2014 through December 31, 2016. Assetworks Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Assetworks to invoice the State for the following Activities, Deliverables, or Milestones at pricing/rates appearing in the price and payment tables below, based on the Exhibit B below.

**STATE OF NEW HAMPSHIRE
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The Agreement is further amended by Adding Table A1A to Exhibit B paragraph 1.1 as described below:

Table A1A – Amendment A Professional Services		
Professional Services	Estimated Hours	Total
Contingent Funding - for unforeseen needs during the contract extension period as determined by the State. Further software deliverables must be approved by the Department of Information Technology.	195	\$40,000.00
Contractor Training - Funding to provide 2 Bureau individuals (2 different people each year) to attend the Contractors annual training Conference to expand the system training and stay current on new processes and best practices.	ANNUAL TRAINING	\$6,000.00
Fleet Focus M5 Management Review – funding to implement corrections and best practices from Administrative Review.	82	\$16,400.00
Contractor Training – funding to provide module training for the Ad - Hoc Reporting Module	24	\$4,800.00
Professional Services	TOTAL	\$67,200.00
Rates:		
1/1/2014 – 12/31/2014 = \$200.00 per hour		
1/1/2015 – 12/31/2015 = \$205.00 per hour		
1/1/2016 – 12/31/2016 = \$210.00 per hour		

5. The Agreement is further amended by Adding Table A1B to Exhibit B Paragraph 1.1 as described below:

Table A1B – Amendment A Activity, Deliverable, Milestone Payment Table			
Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Projected Payment Schedule
1	Ad-Hoc Reporting - Ad-hoc reporting utilizes a separate report friendly database schema allowing users to build simple reports on-line. Using drop-down boxes and simple interface, users select the fields to be displayed in the report. Groups, summaries and grand-totals can be added to the reports. Charts can be easily added to display results graphically. Reports can be saved and exported to Excel, PDF, or XML	June 2014	\$6,000.00

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
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2	<p><u>Fleet Focus M5 Management Review</u> - The review shall provide a high level overview utilizing "best practices" of the currently utilized Fleet Focus M5 software. This evaluation shall provide enhancements and refinements of current work process to optimize efficiency & productivity. Efficiencies may be realized in hard and soft cost savings, Improvements to fleet service reporting and achieving current best practices of the functionality of the software. Work to be performed is described in the attached Statement of Work dated July 17, 2013.</p>	June 2014	\$24,000.00
3	<p><u>Provide Remote Upgrades & Patches</u> - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. AssetWorks will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. State staff must provide appropriate access to the test and production environments. AssetWorks will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.</p>	Jan 2014- Dec 2014	\$7,200.00
4	<p><u>Provide Remote Upgrades & Patches</u> - Contractor shall perform 1 version upgrade any patch release required to correct issues between version upgrades made available by Contractor per contract year. Asset Works will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. AssetWorks will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.</p>	Jan 2015- Dec 2015	\$7,380.00
5	<p><u>Provide Remote Upgrades & Patches</u> - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. AssetWorks will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. AssetWorks will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.</p>	Jan 2016- Dec 2016	\$7,560.00

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6	Contractor Travel Cost - January 1, 2014 through December 31, 2014.	Jan 2014- Dec 2014	\$6,700.00
7	Contractor Travel Cost - January 1, 2015 through December 31, 2015	Jan 2015- Dec 2015	\$2,900.00
	Deliverables & Pricing	TOTAL	\$61,740.00
8	Provide Maintenance support –January 1, 2014 through December 31, 2014	Jan 2014- Dec 2014	\$31,405.33
9	Provide Maintenance support –January 1, 2015 through December 31, 2015	Jan 2015- Dec 2015	\$32,975.60
10	Provide Maintenance support –January 1, 2016 through December 31, 2016	Jan 2016- Dec 2016	\$34,624.38
	Maintenance – Extension Period	TOTAL	\$99,005.30

6. The Agreement is further amended by Replacing Exhibit B. Summary Table as described below:

ORIGINAL SUMMARY TABLE	
Subtotal Professional Services Deliverables and Pricing	\$ 100,340.00
Detailed License Deliverables and Pricing.	\$ 94,000.00
Subtotal	\$ 194,340.00
Maintenance- post warranty period	\$ 91,881.61
AMENDMENT A SUMMARY TABLE	
Professional Services	\$67,200.00
Deliverables and Pricing	\$61,740.00
Subtotal	\$128,940.00
Maintenance- Extension Period	\$99,005.30
Amendment Subtotal	\$227,945.30
GRAND TOTAL	\$514,166.91

Table 2 Contract 2010-034 – FLEETFOCUS M5

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2001-034		December 31, 2013	\$ 286,221.61
2010-034 Amendment A	Extension of maintenance and addition of functionality	December 31, 2016	\$227,945.30
	CONTRACT TOTAL		\$514,166.91

Contract 2010-34 Amendment A
Initial all pages
Assetworks Inc. Initials *DS*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

R. David Sadoo
<R. David Sadoo, Sr Vice President

Assetworks Inc.
<COMPANY NAME>

Date: 11 DEC 2013

Corporate Signature Notarized:

STATE OF Pennsylvania

COUNTY OF Chester

On this the 11 day of DEC, 2013, before me,

R. David Sadoo, the undersigned Officer personally

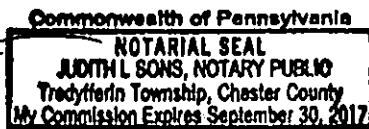
Appeared and acknowledged her/him to be the Senior Vice President, of AssetWorks, a Delaware corporation, and

that he, as such Senior Vice President being authorized to do so, executed the foregoing instrument for the purposes

Therein contained, by signing the name of the corporation by himself as R. David Sadoo.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Judith L. Sons
Notary Public/Justice of the Peace



My Commission Expires: 30 Sept 2017

(SEAL)

State of New Hampshire *Christopher D. Clement*
_{For}
Christopher D. Clement, Sr. Commissioner

Date: 3/7/14

State of New Hampshire
Department Of Transportation

Approved by the Attorney General (Form, Substance and Execution)

M. R. ...
State of New Hampshire, Department of Justice

Date: 3/11/14

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
FLEETFOCUS M5
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I hereby certify that the foregoing contract was approved by the Governor and

Council of the State of New Hampshire at the Meeting held on MAR 26 2014, 2014.

OFFICE OF THE SECRETARY OF STATE

By: 

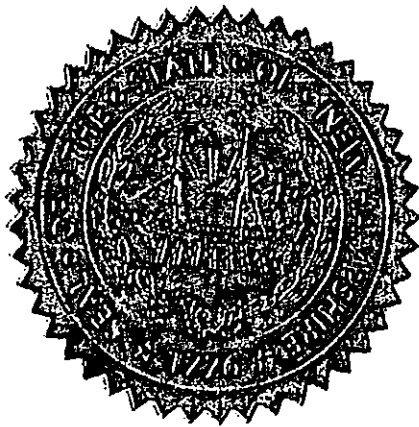
DEPUTY SECRETARY OF STATE

Title: MAR 26 2014

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 Assetworks Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 20, 2009. 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 11th day of December, A.D. 2013

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

William M. Gardner
Secretary of State

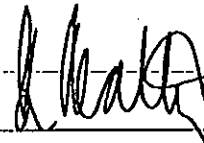
AssetWORKS

CERTIFICATE OF AUTHORITY

I do hereby certify that by authority of the Directors of AssetWorks Inc. that R. David Sadoo, Senior Vice President of AssetWorks, is authorized and empowered to make, enter into, sign, seal and deliver on behalf of AssetWorks Inc contracts for the sale and license of AssetWorks products and services.

I do hereby further certify that said authority has not been amended or repealed and is in full force and effect as of this date and that R. David Sadoo is duly elected Senior Vice President of AssetWorks Inc.

Attest:

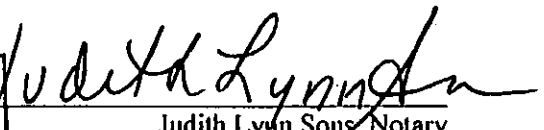
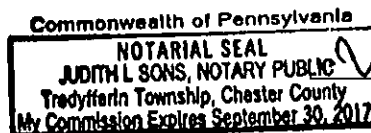


Brian Beatty
Secretary of AssetWorks Inc

11 Dec 2013
Date Signed

Commonwealth Of Pennsylvania
County Of Chester

The foregoing instrument was acknowledged before me this 11 December 2013 by Brian Beattie, Chief Financial Officer of AssetWorks Inc, a Delaware corporation, on behalf of the corporation. He is personally known to me.



Judith Lynn Sons, Notary
My commission Expires on 9/30/2017

CERTIFICATE OF INSURANCE

AMED INSURED

CONSTELLATION SOFTWARE INC. and
ASSETWORKS LLC
998 OLD EAGLE SCHOOL RD.
WAYNE, PA 19087

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF MECHANICAL SERVICES
P.O. BOX 456
CONCORD, NH 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.


INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY A Zurich Insurance Company Ltd. (AM Best rating A+)
COMPANY B Liberty Mutual Fire Insurance Company (AM Best rating A)
COMPANY C
COMPANY D
COMPANY E Zurich American Insurance Company (AM Best rating A+)

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLOB249874	2013/09/27	2014/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
ADDITIONAL INSURED: STATE OF NEW HAMPSHIRE, ITS OFFICERS AND EMPLOYEES, but only with respect to liability arising out of the operations of the Named Insured. Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
AUTOMOBILE LIABILITY NON-OWNED & HIRE	E	BAP8249885	2013/09/27	2014/09/27	\$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2013/09/27	2014/09/27	\$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2013/09/27	2014/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC2-B71-170802	2013/09/27	2014/09/27	\$ 1,000,000	E.L. EACH ACCIDENT EACH DISEASED EMPLOYEE DISEASE POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS: RE: CONTRACT 2010 - 34						
BROKER The CG&B Group Inc. 120 South Town Centre Blvd. Markham, ON L6G 1C3			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 			PRINT NAME BRENDA POWRIE		DATE (YYYY/MM/DD) 2014/02/12	



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Mechanical Services
November 18, 2016

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

REQUESTED ACTION

1. Authorize the Department of Transportation to amend **SOLE SOURCE** contract #4002006 with Assetworks, LLC, Wayne, PA (Vendor 175682), to increase the contract amount by \$176,044.05 from \$514,166.91 to \$690,210.96 to provide continued software maintenance as well as expanding functionalities to the Fleet Management System. This amendment is effective upon Governor and Council approval or January 1, 2017, whichever is later. The original contract was approved by Governor and Council on May 26, 2010, Item 109 and the first amendment was approved by Governor and Council on March 26, 2014, Item #74. 100% Highway Funds.
2. Further, authorize to amend the contract's completion date from December 31, 2016 to December 31, 2019, effective upon Governor and Council approval or January 1, 2017, whichever is later.

Funding is available as follows for FY 2017 and contingent upon the availability and continued appropriation for FY 2018, FY 2019 and FY 2020:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
04-096-096-960515-3005 Mechanical Services				
038-509038 Technology-Software	\$22,600.00	\$58,510.37	\$63,869.73	\$31,063.95

EXPLANATION

This contract amendment is submitted as a sole source request. This is necessary as AssetWorks software is proprietary. Continuing with AssetWorks in the form of an amendment is the most efficient method to expand and enhance the Fleet Management System.

In September 2008, the Office of Legislative Budget Assistant (LBA) issued a Fleet Management Performance Audit. The LBA audit recommended the implementation of a fleet management system and establishment of motor pools within the State. Since October of 1997, the Department of Transportation's Bureau of Mechanical Services has successfully used AssetWorks' Fleet Management Software (FMS), to manage their vehicle fleet. Additionally, DOT's Tri-State partners, Maine and Vermont, are currently using AssetWorks M5 Fleet Management System, providing yet another collaboration tool with these states in the future.

Currently, M5 is integrated with the Material and Asset Tracking System (MATS), Fleet Inventory Management System (FIMS), Construction Audit Management System (CAMS) and New Hampshire First Financial system referred to as "LAWSON" through passage of M5 data to these systems. FIMS and CAMS receive vehicle usage data directly from M5 either through a live connection to the M5 tables or a database link.

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Lawson downloads M5 parts and labor data to track Mechanical Services charges to Turnpikes and Highway. MATS receive billing, cost and payroll data directly from M5. M5 data is combined with MATS and VUA data in reports to Administrative Services.

Projects currently underway for enhanced integration of these systems with M5 include:

- Implementation of a new billing code and categorization system between M5 and MATS that allows M5 to store more detailed fleet unit specifications and rates which will, in turn, deliver more precise billing data to MATS;
- Improved synchronization of MATS vehicle rental codes with M5 state-owned vehicle codes to allow better comparison of owned vs rented costs;
- Implementation of new DoIT developed database views, based on M5 tables, to allow FIMS to extract unit usage and cost data directly from M5;
- Scheduled replacement of the CAMS application with ("Exevision's) integrated Project Development (iPD) application which will continue to receive M5 data via the data warehouse.

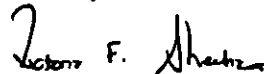
This contract amendment includes continued software maintenance of the existing system and contingency funding to assist in refining the reporting ability of the system. The requested amendment also funds contractor training and provisions to have the vendor install service patches and upgrades required to maintain the functionality of the system.

AssetWorks, Inc. will furnish the required services, including 3 years of software support, for a total amount not to exceed \$176,044.05. The hourly rates, software upgrades & patches, annual software maintenance support and contingency expenses are commensurate with the complexity and scope of the professional services to be provided.

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

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,



Victoria F. Sheehan
Commissioner



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

Denis Goulet
Commissioner

October 18, 2016

Victoria F. Sheehan
Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Sheehan,

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 amendment, contract # 2010-034, with Assetworks, Inc., (Vendor #175682) of Wayne Pennsylvania, as described below and referenced as DoIT No. 2010-034B.

The purpose of this sole source amendment is for Assetworks, Inc., to extend software licensing, provide software support, maintenance and professional services for the existing FleetFocus M5 Management Software System. The request also extends the completion date an additional three years.

The contract amendment increases the contract price limitation by \$176,044.05 from \$514,166.91 to \$690,210.96 effective upon the date of Governor and Council approval through December 31, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik
2010-034B

cc: Gail Hambleton, Dane Prescott, Michael Walsh

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on May 26, 2010, Item #109, and amended on March 26, 2014, Item # 74, (herein after referred to as the "Agreement"), AssetWorks, LLC (f/k/a AssetWorks, Inc.) (hereinafter referred to as (AssetWorks) agreed to supply Web Based Enterprise Fleet management services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the ending date of the contract from December 31, 2016 to December 31, 2019

WHEREAS, the Department wishes to increase the Contract price by \$ 176,044.05 to bring the total contract price to \$690,210.96

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend General Provision 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$176,044.05 from \$514,166.91 to \$690,210.96
2. Amend General Provision 1.7 of the agreement by changing the end date from December 31, 2016 to December 31, 2019.
3. The Agreement is further amended by adding section A2.2 Amendment B Implementation Schedule – Activities / Deliverables / Milestones as described below:

A 2.2 Amendment B Implementation Schedule – Activities / Deliverables / Milestones

Projected delivery dates are preliminary estimates. Actual delivery dates will be set in the Work Plan and mutually agreed between the State and Asset Works.

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date
1	Provide Maintenance support – January 1, 2017 through December 31, 2017.	Jan 2017-Dec 2017
2	Provide Maintenance support – January 1, 2018 through December 31, 2018.	Jan 2018-Dec 2018
3	Provide Maintenance support – January 1, 2019 through December 31, 2019.	Jan 2019-Dec 2019

4. The Agreement is further amended by replacing Exhibit B Paragraph 1.1 as described below:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT B**

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$690,210.96 for the period between the Effective Date through December 31, 2019. AssetWorks LLC shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow AssetWorks to invoice the State for the following Activities, Deliverables, or Milestones at pricing/rates appearing in the price and payment tables below, based on the Exhibit B below.

The Agreement is further amended by Adding Table B1A to Exhibit B paragraph 1.1 as described below:

Professional Services	Estimated Hours	Hourly Rates	Projected Payment Schedule	Total
Contingent Funding - for unforeseen needs during the contract extension period as determined by the State. Further software deliverables must be approved by the Department of Information Technology.	20	\$210.00 / Hour	1/1/2017 – 12/31/2017	\$4,200.00
Contingent Funding - for unforeseen needs during the contract extension period as determined by the State. Further software deliverables must be approved by the Department of Information Technology.	40	\$215.00/ Hour	1/1/2018 – 12/31/2018	\$8,600.00
Contingent Funding - for unforeseen needs during the contract extension period as determined by the State. Further software deliverables must be approved by the Department of Information Technology.	40	\$220.00/ Hour	1/1/2019 – 12/31/2019	\$8,800.00
Contingent Funding Total				\$21,600.00
Professional Services	Cost per Training		Projected Payment Schedule	Total
Contractor Training - Funding to provide 2 Bureau individuals (2 different people each year) to attend the Contractors System training to stay current on new processes and best practices.	\$7,000.00		March 2018	\$7,000.00
Contractor Training - Funding to provide 2 Bureau individuals (2 different people each year) to attend the Contractors System training to stay current on new processes and best practices.	\$7,000.00		March 2019	\$7,000.00
Contractor Training Total				\$14,000.00
Professional Services			Grand Total	\$35,600.00

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT B**

5. The Agreement is further amended by Adding Table BIB to Exhibit B Paragraph 1.1 as described below:

Table BIB – Amendment B Activity, Deliverable, Milestone Payment Table			
Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Projected Payment Schedule
1	Provide Remote Upgrades & Patches - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. Asset Works will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. Asset Works will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.	January 2017 December 2017	\$7,749.00
2	Provide Remote Upgrades & Patches - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. Asset Works will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. Asset Works will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.	January 2018 December 2018	\$7,942.75
3	Provide Remote Upgrades & Patches - Contractor shall perform 1 version upgrade & any patch release required to correct issues between version upgrades made available by Contractor per contract year. Asset Works will provide remote technical assistance to upgrade one test environment and one production environment of the FleetFocusM5 application inclusive of one version upgrade per year and patches as needed to correct deviations to the software that are documented to impact Customer operations. This includes the upgrade of components, pages and reports as well as the Oracle database. Customer IT staff must provide appropriate access to the test and production environments. Asset Works will not be responsible for additional database administration services such as export and import functions nor backup and recovery processes.	January 2019 December 2019	\$8,141.30
	Activity, Deliverable, or Milestone Pricing	TOTAL	\$23,833.05
4	Provide Maintenance support –January 1, 2017 through December 31, 2017	Jan 2017- Dec 2017	\$36,355.60
5	Provide Maintenance support –January 1, 2018 through December 31, 2018	Jan 2018- Dec 2018	\$38,173.40
6	Provide Maintenance support –January 1, 2019 through December 31, 2019	Jan 2019- Dec 2019	\$42,082.00
	Maintenance – Extension Period	TOTAL	116,611.00

Contract 2010-34 Amendment B
Initial all pages
Assetworks Inc. Initials GS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT B**

6. The Agreement is further amended by Replacing Exhibit B Summary Table as described below:

ORIGINAL SUMMARY TABLE	
Subtotal Professional Services Deliverables and Pricing	\$ 100,340.00
Detailed License Deliverables and Pricing.	\$ 94,000.00
Subtotal	\$ 194,340.00
Maintenance- post warranty period	\$ 91,881.61
Original Total	\$286,221.61
AMENDMENT A SUMMARY TABLE	
Professional Services	\$67,200.00
Deliverables and Pricing	\$61,740.00
Subtotal	\$128,940.00
Maintenance- Extension Period	\$99,005.30
Amendment A Total	\$227,945.30
AMENDMENT B SUMMARY TABLE	
Professional Services	\$35,600.00
Deliverables and Pricing	\$23,833.05
Subtotal	\$59,433.05
Maintenance- Extension Period	\$116,611.00
Amendment B Total	\$176,044.05
GRAND TOTAL	\$690,210.96

Table 2 Contract 2010-034 – FLEETFOCUS M5

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G & C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2001-034		May 26, 2010 Item #109	December 31, 2013	\$ 286,221.61
2010-034 Amendment A	Extension of maintenance and addition of functionality	March 26, 2014 Item #74	December 31, 2016	\$227,945.30
2010-034 Amendment B	Extension of maintenance	November 26, 2016 #	December 31, 2019	\$176,044.05
		CONTRACT TOTAL		\$690,210.96

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT B

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Gordon Smith
<Gordon Smith, Vice President >

AssetWorks LLC
<COMPANY NAME>

Date: October 13, 2016

Corporate Signature Notarized:

STATE OF Pennsylvania

COUNTY OF Chester

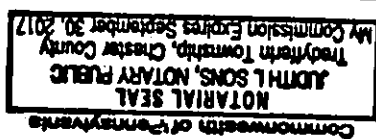
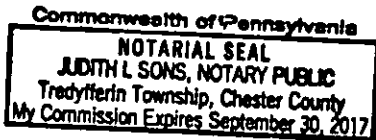
On this the 13th day of October, 2016, before me,
Gordon Smith, the undersigned Officer, personally
Appeared and acknowledged her/him to be the Vice President, of
AssetWorks LLC, a corporation, and that she/he, as such
Vice President being authorized to do so, executed the foregoing instrument for the purposes
Therein contained, by signing the name of the corporation by her/himself as Gordon Smith.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Judith L Sons
Notary Public/Justice of the Peace

My Commission Expires: Sept. 30, 2017

(SEAL)



State of New Hampshire
Victoria F. Sheehan
Victoria F. Sheehan, Commissioner

Date: 12/2/16

State of New Hampshire
Department Of Transportation

Approved by the Attorney General (Form, Substance and Execution)

AWR
State of New Hampshire, Department of Justice

Date: 12/6/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
FLEETFOCUS M5
CONTRACT 2010-034
CONTRACT AMENDMENT B

I hereby certify that the foregoing contract was approved by the Governor and
Council of the State of New Hampshire at the Meeting held on Dec. 21, 2016.

OFFICE OF THE SECRETARY OF STATE

By:


DEPUTY SECRETARY OF STATE

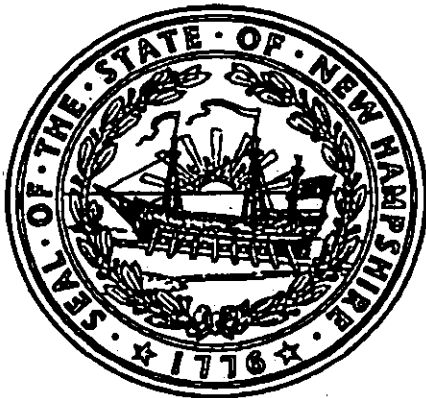
Title: DEC 21 2016

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 ASSETWORKS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 20, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 610494



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2016.

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

William M. Gardner
Secretary of State

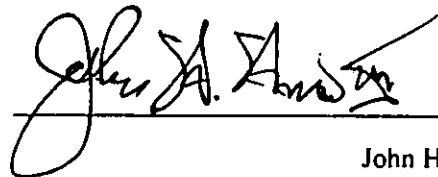
AssetWORKS

CERTIFICATE OF AUTHORITY

I do hereby certify that by authority of the Directors of AssetWorks LLC that Gordon Smith, Vice President of AssetWorks, is authorized and empowered to make, enter into, sign, seal and deliver on behalf of AssetWorks LLC contracts for the sale and license of AssetWorks products and services.

I do hereby further certify that said authority has not been amended or repealed and is in full force and effect as of this date and that Gordon Smith is duly elected Vice President of AssetWorks LLC.

Attest:



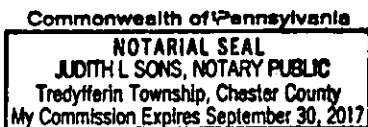
John Hines
President of AssetWorks LLC

Oct. 13, 2016

Date Signed

Commonwealth of Pennsylvania
County of Chester

The foregoing instrument was acknowledged before me this 13th day of October 2016 by John Hines, President of AssetWorks LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.



Judith Lynn Sons, Notary
My commission Expires on 9/30/2017

CERTIFICATE OF INSURANCE

NAMED INSURED

ASSETWORKS LLC
 FLEET DIVISION
 998 OLD EAGLE SCHOOL RD.
 WAYNE, PA 19087

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY A Zurich Insurance Company Ltd. (AM Best # 065065, Rating A+)
COMPANY B Travelers Indemnity Company of Connecticut (AM Best # 004461, Rating A++)
COMPANY C
COMPANY D
COMPANY E Zurich American Insurance Company (AM Best # 002563, Rating A+)

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 JOHN O. MORTON BUILDING
 P.O. BOX 483 - 7 HAZEN DRIVE
 CONCORD, NEW HAMPSHIRE 03302-0483

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
 LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO6249874	2016/09/27	2017/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249885	2016/09/27	2017/09/27	\$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2016/09/27	2017/09/27	\$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT WHERE PROHIBITED BY LAW	B	HE-UB-6H10458-1-16	2016/09/27	2017/09/27	\$ 1,000,000	E.L. -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

RE: SOFTWARE LICENSE AGREEMENT, NUMBER NH00-09-1

BROKER

Arthur J. Gallagher Canada Limited
 120 South Town Centre Blvd.
 Markham, ON L6G 1C3

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME

JULIE ROGERS

DATE (YYYY/MM/DD)

2016/09/20