



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

August 3, 2016
Bureau of Turnpikes

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Blue Ocean Satellite Systems Inc., St. Johns, NL Canada (Vendor #253938) in the amount of \$270,072.66, for design, testing, installation and maintenance services for the Automatic Vehicle Location System (AVL) for the Division of Operations effective upon Governor and Council approval, through June 30, 2020 with an option to renew, at the sole discretion of the State, for up to two 2-year optional maintenance periods up to, but not beyond June 30, 2024, subject to Governor and Council approval. 85% Turnpikes Funds, 15% Highway Funds

Funding for FY 2017 is available as follows with the authority to adjust encumbrances for the State fiscal year throughout the Budget Office if needed and justified. Funding for FY 2018, FY 2019 and FY 2020 is contingent upon the availability and continued appropriation of funds.

FUNDING	FY2017	FY2018	FY2019	FY2020
04-096-961017-7022 Turnpike Administration 046-500463 Eng Consultant Non-Benefit	\$99,514.92	\$0.00	\$0.00	\$0.00
04-096-961017-7027 Central Maintenance 037-500171 Network Hardware - new	\$2,220.84	\$0.00	\$0.00	\$0.00
04-096-961017-7032 Blue Star Maintenance 037-500171 Network Hardware - new	\$1,110.42	\$0.00	\$0.00	\$0.00
04-096-961017-7037 Spaulding Maintenance 037-500171 Network Hardware - new	\$1,110.42	\$0.00	\$0.00	\$0.00
04-096-960515-2928 Winter Maintenance 037-500171 Network Hardware - new	\$25,414.58	\$3,385.00	\$0.00	\$0.00
04-096-96107-7022 Turnpike Administration 066-500555 Training/Education Consultant	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
04-096-961017-7027 Central Maintenance 024-500225 Contract Repairs; Machin-Equip	\$7,834.68	\$7,834.68	\$7,834.68	\$7,834.68

04-096-961017-7032 Blue Star Maintenance 024-500225 Contract Repairs; Machin-Equip	\$4,103.88	\$4,103.88	\$4,103.88	\$4,103.88
04-096-961017-7037 Spaulding Maintenance 024-500225 Contract Repairs; Machin-Equip	\$5,596.20	\$5,596.20	\$5,596.20	\$5,596.20
04-096-960515-2928 Winter Maintenance 024-500225 Contract Repairs; Machin-Equip	\$15,669.36	\$15,669.36	\$15,669.36	\$15,669.36
Fiscal Year Totals	\$162,575.30	\$38,089.12	\$34,704.12	\$34,704.12
Contract Total				\$270,072.66

EXPLANATION

AVL Contract involves engaging Blue Ocean Satellite Systems Inc. under contract to perform design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System (AVL). This request specifically addresses the procurement of the Automatic Vehicle Location System and services under RFP 2016-016.

AVL's consists of a 24/7 web based monitoring software that provides real-time tracking, reports and alerts for: Electronic Control Module Data, Sensor/Input Monitoring, Spreader Control Integration, Geofencing, DOT Night Patrol, Speed Monitoring, and Navigation. It will increase fuel efficiency, effective use of driver time, operational efficiency, and overall productivity.

The contract shall provide system design, testing, installation, and maintenance of an Automatic Vehicle Location System (AVL). The AVL system is designed to provide two types of AVLS for NHDOT. The first is to track specific vehicles of their locations and be able to pass this information onto the DOT Transportation Systems Management & Operations (TSMO) Bureau to be shown on their video wall. The second is to track the location of selected number of plow trucks during winter operations displaying their locations and type of operations (plowing, spreading of material or liquids with their rate and type of material). The system will also provide ability to create geofence, report errors from the spreader controls, pavement temperature from the plow trucks if available on the truck, provide reporting, and host and manage the NH AVL website. The AVL system will be designed, developed, tested and installed prior to the winter of 2016-2017.

On January 28, 2016, the Department publicly advertised the subject RFP. During the response period, the Department had a question/inquiry period from the Vendors with the Department providing responses helping them finalizing their proposals. Proposals were received from the following vendors in accordance with the requirements for submission, including the stipulated deadline of March 17, 2016:

VENDOR NAME

- AT&T, Manchester, NH
- Parsons, Duluth, GA
- Blue Ocean Satellite Systems Inc., St. Johns, NL Canada
- Reltronics Technologies, Inc. (RTI)

Proposals from each vendor were reviewed per the Initial Screening requirements as specified in the RFP under Section 5.3.1 and Appendix B and the Reltronics Technologies, Inc. (RTI) Proposal including their price proposal was returned on March 24, 2016, since their submittal did not meet the requirements. All other proposals met the requirements and were reviewed by the AVL RFP Selection Committee. On April 11, 2016, the Selection

Committee held interviews with the three vendor teams, where each company conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; demonstrated their product; and participated in an open question and answer period. Following the interviews, the Selection Committee met to discuss the Vendor Interviews and finalize the ratings of the Proposals.

The Selection Committee used the table below to rate the technical aspect of each proposal taking into account the AVL system design and technical aspects; firm’s qualifications, project team, capabilities and references; and implementation, transition and delivery approach. The technical aspect accounted for 65 of the total 100 maximum points. A minimum of 46 points was required, as specified in the RFP, for further consideration in the overall selection process. Proposals not receiving a technical score of 46 points or higher, in addition to being removed from further consideration, will have the corresponding price proposal returned unopened to the applicable vendor.

CATAGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	65
<i>Proposed Automatic Vehicle Location System (AVL)</i>	39
<i>Ability To Execute And Meet The Product Schedule</i>	6
<i>System Maintenance And Warranty</i>	7
<i>Qualifications, Project Team, Capabilities And References</i>	13
*PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	35
<i>Deployment/Implementation</i>	
<i>Operations</i>	
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

*The following formula was used to assigned points for the price proposal: Vendor’s Price Score = (Lowest Proposed Price/Vendor’s Proposed Price) x 35.

Based on the above-mentioned analysis, the Selection Committee identified two (2) vendors with technical scores exceeding 46 and worthy of consideration in the selection process. One (1) vendor, AT&T, did not achieve the minimum technical score. As such, based on the requirements in the RFP (RFP 2016-016, Section 5.4.1 Part b), the proposal submission was disqualified from further consideration. As a result, the corresponding price proposal will be returned unopened to the respective vendor.

The following table outlines the Committee’s technical scoring, each firm’s base price proposal, corresponding price score and total score.

Vendor	Technical Score (max. 65 points)	Deployment/ Implementation Price	Operations Price	Total Price	Total Price Score (max. 35 points)	Total Score
Blue Ocean Satellite Systems Inc.	55.5	\$99,514.92	\$103,000.80	\$202,515.72	35	90.5
Parsons	54.7	\$715,000.00	\$1,160,670.00	\$1,875,670.00	3.8	58.48

Based on the Selection Committee’s proposal review and interview process, the committee has concluded that Blue Ocean Satellite Systems Inc.’s proposal meets and or exceeds each of the stated goals in the RFP. Their system is

highly configurable and adaptable, which will reduce the potential for change orders over the course of the contract term. Their proposal contains forty (40) hours of free software development per year if needed. This will allow the Bureau of Turnpikes to be more adaptive to future changes such as AVL data being sent to our Maintenance Decision Support System (MDSS) or TSMO Bureau's Advanced Traffic Management System (ATMS). Their AVL system solution is user friendly for various users when it comes to creating geofences or landmarks, their history playback and obtaining AVL information through web site and reporting. All of Blue Ocean Satellite Systems Inc.'s vendor reference gave them high praise working with them and completing on-time with no cost extras

Blue Ocean Satellite Systems Inc. has sub-contracted with local vendor Atlantic Broom to install the AVL units. Atlantic Broom is familiar with the installation process and is a supplier and installer of various other types of winter equipment. Throughout their proposal and oral presentation, the Blue Ocean Satellite Systems Inc.'s team demonstrated the importance of being able to provide us the support and expertise analyzing our Compu-Spread spreader control system when we are experiencing issues of the salt not reconciling between the AVL unit, Compu-Spread and our bucket counts. They displayed a strong understanding of the importance of accuracy of the material usage from our spreaders and reporting.

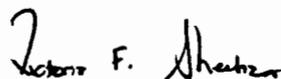
The increase cost in Contract compared to the RFP Price Proposal of approximately \$67,550 is mainly due to additional twenty-five (25) AVL units (17 Basic and 8 Advance) being added into the contract for Turnpike's Motorist Safety Patrol vehicles and Highway Maintenance Patrol trucks and Plow trucks.

Based on the above-mentioned, the Department request approval to enter into a contract with Blue Ocean Satellite Systems Inc. ending on June 30, 2020 with the option at the sole discretion of the State to extend for up to two 2-year terms up to but not beyond June 30, 2024.

The contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available for FY 2017 and funding for FY 2018 through FY 2020 is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file with the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments:

cc: D. Rodrigue
J. Corcoran
C. Dobbins

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	24.9	34.1	32.0
Ability To Execute And Meet The Product Schedule	6	4.7	4.6	5.4
System Maintenance And Warranty	7	4.3	5.6	5.7
Qualifications, Project Team, Capabilities And References	13	10.5	11.2	11.6
Minimum Technical Points Required	46	44.4	55.5	54.7
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	35			
Deployment/Implementation Costs			\$99,514.92	\$715,000.00
Operations			\$103,000.80	\$1,160,670.00
Total Cost			\$202,515.72	\$1,875,670.00
Total Points	100		90.50	58.48
			35.0	3.8

Per the RFP the Price proposal is not open if the Technical scoring is below the minimum

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 1

Scoring Category	Maximum Points	AT&T	<i>Blue Ocean Satellite Systems</i>	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	25	33	34
Ability To Execute And Meet The Product Schedule	6	5	4	5
System Maintenance And Warranty	7	5	6	6
Qualifications, Project Team, Capabilities And References	13	10	11	11
Total Points	65	45	54	56

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 2

Scoring Category	Maximum Points	<i>AT&T</i>	<i>Blue Ocean Satellite Systems</i>	<i>Parsons</i>
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	28	35	30
Ability To Execute And Meet The Product Schedule	6	5	6	6
System Maintenance And Warranty	7	5	6	7
Qualifications, Project Team, Capabilities And References	13	10	12	12
Total Points	65	48	59	55

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 3

Scoring Category	Maximum Points	AT&T	<i>Blue Ocean Satellite Systems</i>	<i>Parsons</i>
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	25.5	32.5	31
Ability To Execute And Meet The Product Schedule	6	4.5	4	5
System Maintenance And Warranty	7	4.5	6	4.5
Qualifications, Project Team, Capabilities And References	13	11.5	12	12
Total Points	65	46	54.5	52.5

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 4

Scoring Category	Maximum Points	AT&T	<i>Blue Ocean Satellite Systems</i>	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	21	34	34
Ability To Execute And Meet The Product Schedule	6	4	4	6
System Maintenance And Warranty	7	3	5	6
Qualifications, Project Team, Capabilities And References	13	10	10	12
Total Points	65	38	53	58

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 5

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	25	36	31
Ability To Execute And Meet The Product Schedule	6	5	5	5
System Maintenance And Warranty	7	4	5	5
Qualifications, Project Team, Capabilities And References	13	9	11	11
Total Points	65	43	57	52



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/doiit

Denis Goulet
Commissioner

July 29, 2016

Victoria F. Sheehan
Commissioner
Department of Transportation
State of New Hampshire
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter a contract with Blue Ocean Satellite Systems Inc. (Vendor #253938) as described below and referenced in DOT number 2016-016.

The purpose of this contract is to provide design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System. The Automatic Vehicle Location System consists of 24/7 web based monitoring software that provides real-time tracking, reports and alerts for: Electronic Control Module Data, Sensor/Input Monitoring, Spreader Control Integration, Geo-fencing, DOT Night Patrol, Speed Monitoring, and Navigation. The funding amount for this contract is \$270,072.66 and shall become effective upon Governor and Council approval through June 30, 2020.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a large, sweeping flourish extending to the right.

Denis Goulet

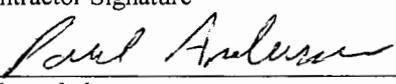
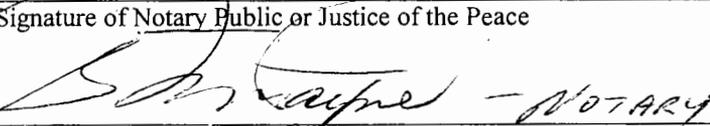
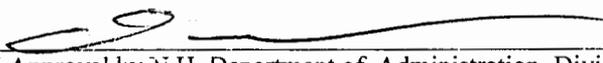
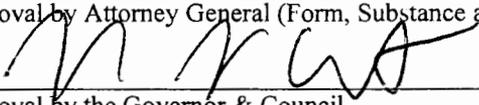
DOT 2016-016

cc: Gail Hambleton

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
CONTRACT AGREEMENT-GENERAL PROVISIONS**

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Transportation - Bureau of Turnpikes		1.2 State Agency Address PO BOX 2950 Concord NH 03302-2950	
1.3 Contractor Name Blue Ocean Satellite Systems Inc.		1.4 Contractor Address 67 Majors Path, Suite 101 St. John's, NL A1A 4Z9 Canada	
1.5 Contractor Phone Number 1-709-737-2583	1.6 Account Number Multiple Account Numbers	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$270,072.66
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Paul Anderson, President	
1.13 Acknowledgement: On July 26, 2016, before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal]  - NOTARY (No Expiry)			
1.13.2 Name & Title of Notary or Justice of the Peace JEAN PAYNE - NOTARY PUBLIC FOR NL			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory DAVID ROBITAILLE DIRECTOR OF OPERATIONS	
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: 8/10/16			
1.18 Approval by the Governor & Council By: _____ On: _____			

Contract Agreement RFP 2016-016 General Provisions
Blue Ocean Satellite Systems Inc. Initials: A
Date: 26 July 2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
CONTRACT AGREEMENT-GENERAL PROVISIONS**

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DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
CONTRACT AGREEMENT-GENERAL PROVISIONS**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agency Representative	In the context of Appendix C: System Requirements and Deliverables, the Bureau's designated representative. Also referred to as "Agency's Designated Representative".
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Approve	"Approve" and its variations (e.g., "Approval") when capitalized in this RFP refers to the State's Acceptance of a Document, condition, action or Deliverable in writing for its own internal purposes. The State's Approval shall not be construed to mean the State's endorsement or assumption of liability, nor shall it relieve the Vendor of its responsibilities under the Contract.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or

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AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
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	commercial entity.
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 36 Hackett Hill Road, Hooksett, NH 03106.
Business Day	The twenty-four (24) hour day expressed from 00:00 AM to 24:00 AM in military time.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order or Change Request	Formal documentation prepared for a proposed change in the Specifications or the Contract Document.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	The Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract.
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and

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AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
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	Deliverables of the Contract.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used/converted by the Vendor during the Contract Term.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State – N.H. Department of Transportation.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Design Documentation	System Design Documentation required under this Contract, including as example but not limited to: the Requirements Document, Software Development Plan, System Requirements Document and System Detailed Design Document.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an

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	<p>event of default hereunder (“Event of Default”) Failure to perform the Services satisfactorily or on schedule; Failure to submit any report required; and/or Failure to perform any other covenant, term or condition of the Contract</p>
Final System Acceptance	Final System Acceptance will be considered by the State to have occurred when, the State in its sole discretion, determines the Vendor has complied with all of the completion requirements set forth for the Project in the Contract Agreement.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical User Interface.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System operational for processing the Data.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Initial Acceptance Test (IAT)	The Initial Acceptance Test uses State provided storm data with known solutions for comparing the predictable maintenance solutions of the system.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself

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	aggrieved.
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire.
Maintenance	The phase of the Project immediately subsequent to Final System Acceptance to June 30, 2019 with the potential of two (2) – two (2) year optional extensions at the sole discretion of the State.
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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor 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.
Operational	Operational means the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Operational Test	The Operational test is a verification process performed in a natural storm event. The Operational test verifies System functionality against predefined acceptance criteria that support the successful execution of approved maintenance solution(s).

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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.
Project	The planned undertaking regarding the entire subject matter of an RFP and 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 Management Plan	A document describing the processes and methodology to be employed by the Vendor to ensure a successful project.
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 Orders.
Project Staff	State personnel assigned to work with the Vendor on the project.
Proposer	Any individual, firm, or corporation who has submitted a Proposal on the Project and who has met the minimum requirements established by the State for Proposal evaluation. Also referred to as the "Vendor".
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the review period is fifteen (15) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by

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	supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Project Management Plan for deadlines for performance of Services and other Project events and activities under the Contract.
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
Service Level Agreement	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements.
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. The off-the-shelf Software and configured Software customized for the State and provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made

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Blue Ocean Satellite Systems Inc. Initials: BA

Date: 26 July 2016

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	a part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results the Vendor remains responsible and accountable for achieving.
State's Confidential Records	The 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 RSA Chapter 91-A.
State Data	Any information contained within the State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	The State's representative with regard to Project oversight.
State's Project Manager (PM)	The State's representative with regard to Project management and technical matters. The State's Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Orders.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Integrator	The selected Vendor on this Project. See "'Vendor"'.

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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	The duration of the Contract.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/Vendors	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
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	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Warranty Work	The Work to be provided during the Warranty Period under the terms of the Warranty as set forth in the Contract Documents.
Work	The term Work, as used herein, includes all work which, in the judgment of the State, is necessary for completion of the construction and the Project under the Contract Documents and includes, without limitation, all plant, labor, materials, equipment, systems, services and software and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents. Furthermore,

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	without limiting the generality of the foregoing, the Work includes and is the result of performing or furnishing Design professional services and construction and installed equipment required by the Contract Documents.
Project Management Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Project Management Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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1. INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Transportation ("State"), and Blue Ocean Satellite Systems Inc., a Canadian Company, (Blue Ocean Satellite Systems Inc.), having its principal place of business at 67 Majors Path, Suite 101, St. John's, NL A1A 4Z9 Canada.

The State of New Hampshire (hereinafter known as State), acting through the Bureau of Turnpikes, has released a Request for Proposal (RFP) to procure an Automatic Vehicle Location System (AVL).

RECITALS

The State desires to have Blue Ocean Satellite Systems Inc. provide an Automatic Vehicle Location System (AVL) and related operations per the RFP to the Department of Transportation;

Blue Ocean Satellite Systems Inc. will to provide an Automatic Vehicle Location System (AVL) and associated Services for the State.

The parties therefore agree as follows:

1.1 CONTRACT DOCUMENTS

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

- A. Contract Agreement - General Provisions
- B. Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Compliance Matrix
 - Exhibit I- Project Management Plan
 - Exhibit J- Software License
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- NHDOT RFP 2016-016 with Addenda, by reference
 - Exhibit N- The Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments

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1.2 ORDER OF PRECEDENCE

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

1. The State of New Hampshire, Department of Transportation Contract 2016-016 (resulting Contract from the RFP, once executed).
2. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
3. Final State Responses to Vendor Inquiries to RFP 2016-016.
4. RFP 2016-016 Automatic Vehicle Location System (AVL) January 28, 2016 with related attachments, appendices, and Addendum #1.
5. Blue Ocean Satellite Systems Inc. Proposal including interview presentation material and response to State's questions to RFP 2016-016.

1.3. CONTRACT TERM

Blue Ocean Satellite Systems Inc. shall be fully prepared to commence work by June 2016, after full execution of the Contract 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").

Blue Ocean Satellite Systems Inc. initial term will begin on the Effective Date and extend through June 30, 2020 with two, two-year options to extend ("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 June 30, 2024.

Blue Ocean Satellite Systems Inc. shall commence work upon issuance of a Notice to Proceed by the State.

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

2.0 COMPENSATION

2.1 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*.

The payment by the State of the contract price shall be the only and the complete reimbursement to Blue Ocean Satellite Systems Inc. for all expenses, of whatever nature incurred by Blue Ocean

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Satellite Systems Inc. in the performance hereof, and shall be the only and the complete compensation to Blue Ocean Satellite Systems Inc. for the services. The State shall have no liability to Blue Ocean Satellite Systems Inc. other than the Contract Price.

2.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Blue Ocean Satellite Systems Inc. shall not be responsible for any delay, act, or omission of such other vendors, except that Blue Ocean Satellite Systems Inc. shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Blue Ocean Satellite Systems Inc. .

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$270,072.66 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

3.0 CONTRACT MANAGEMENT

Blue Ocean Satellite Systems Inc. must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

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

3.1 Blue Ocean Satellite Systems Inc. Contract Manager

Blue Ocean Satellite Systems Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Blue Ocean Satellite Systems Inc.'s Contract Manager is:

David Burry
Blue Ocean Satellite Systems Inc.
Tel: (709) 737-2583
Mobil: (709) 737-2062
Email: dburry@skyhawk.co

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3.2 Blue Ocean Satellite Systems Inc. Project Manager

3.2.1 Contract Project Manager

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

3.2.2 Blue Ocean Satellite Systems Inc. Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Blue Ocean Satellite Systems Inc. representative for all administrative and management matters. Blue Ocean Satellite Systems Inc. Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I. Blue Ocean Satellite Systems Inc. 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. Blue Ocean Satellite Systems Inc. Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Blue Ocean Satellite Systems Inc. shall not change its assignment of Blue Ocean Satellite Systems Inc. Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Blue Ocean Satellite Systems Inc. Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Blue Ocean Satellite Systems Inc. Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 3.6: *Reference and Background Checks*, below. Blue Ocean Satellite Systems Inc. shall assign a replacement Blue Ocean Satellite Systems Inc. Project Manager within ten (10) business days of the departure of the prior Blue Ocean Satellite Systems Inc. Project Manager, and Blue Ocean Satellite Systems Inc. shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Blue Ocean Satellite Systems Inc. in default and pursue its remedies at law and in equity, if Blue Ocean Satellite Systems Inc. fails to assign a Blue Ocean Satellite Systems Inc. Project Manager meeting the requirements and terms of the Contract.

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3.2.5 Blue Ocean Satellite Systems Inc. Project Manager is:

David Burry
Blue Ocean Satellite Systems Inc.
67 Major's Path, Suite 101
St. John's, NL, Canada A1A 4Z9
Tel: (709) 737-2583
Email: dburry@skyhawk.co

3.3 Blue Ocean Satellite Systems Inc. Key Project Staff

3.3.1 Blue Ocean Satellite Systems Inc. shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables: System Requirements and Deliverables-Compliance Table* and Appendix K: *Information Technology Requirements*. The State may conduct reference and background checks on Blue Ocean Satellite Systems Inc. Key Project Staff. The State reserves the right to require removal or reassignment of Blue Ocean Satellite Systems Inc. Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 3.6: *Background Checks*.

3.3.2 Blue Ocean Satellite Systems Inc. shall not change any Blue Ocean Satellite Systems Inc. Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Blue Ocean Satellite Systems Inc. Key Project Staff will not be unreasonably withheld. The replacement Blue Ocean Satellite Systems Inc. Key Project Staff shall have comparable or greater skills than Blue Ocean Satellite Systems Inc. Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 3.6: *Reference and Background Checks*.

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Blue Ocean Satellite Systems Inc. in default and to pursue its remedies at law and in equity, if Blue Ocean Satellite Systems Inc. fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Blue Ocean Satellite Systems Inc. replacement Project staff.

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3.3.3.1 Blue Ocean Satellite Systems Inc. Key Project Staff shall consist of the following individuals in the roles identified below:

Blue Ocean Satellite Systems Inc. Key Project Staff:

Key Member(s)	Title
David Burry	Project Manager
Aaron Harman	Local Project Manager
Mathew Kiley	Installation Manager
Bianca Lester	Project Coordinator
Andrew Craig	Senior Software Developer
Mark Callahan	Senior Software Developer

3.4 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:

John Corcoran
Department of Transportation
Bureau of Turnpikes
Tel: (603)-485-3806
Fax: (603)-485-2107
Cell: (603)-545-4531
jcorocan@dot.state.nh.us

US Mail:
PO Box 2950
Concord NH 03302-2950

UPS, DHL, Federal Express (etc):
36 Hackett Hill Road
Hooksett NH 03106

3.5 STATE PROJECT MANAGER

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

- a. Leading the Project;
- b. Engaging and managing Blue Ocean Satellite Systems Inc. and NHDOT;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

John Corcoran
Department of Transportation
Bureau of Turnpikes

3.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of Blue Ocean Satellite Systems Inc. Project Manager and Key Project Staff. The State shall maintain the

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confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 VENDOR RESPONSIBILITIES

Blue Ocean Satellite Systems Inc. shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

4.2 DELIVERABLES AND SERVICES

Blue Ocean Satellite Systems Inc. shall provide the State with the Deliverables and Services in accordance with the time frames in the final approved Project Management Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

Upon its submission of a Deliverable or Service, Blue Ocean Satellite Systems Inc. represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Blue Ocean Satellite Systems Inc. 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.*

Unless otherwise noted or instructed by NHDOT document deliverables require a draft, final draft submission for NHDOT review and approval.

- Draft – Draft submittals shall be completed by Blue Ocean Satellite Systems Inc. with intent to represent a 90% completion. NHDOT's review of the Draft shall serve as the initial review and to resolve any outstanding issues and/or clarifications needed for Blue Ocean Satellite Systems Inc. to complete the document and submit a Final Draft. NHDOT shall be allowed a 15 business day review period for all Draft submittals.
- Final Draft – The Final Draft shall be considered 100% complete taking into consideration and applying all comments and resolutions from the Draft submittal. NHDOT's review of the Final Draft is intended to verify that all comments and resolutions have been appropriately applied. NHDOT shall be allowed a 3 business day review period for all Final Draft submittals.

Final submittals shall also be subject to final review and approval by NHDOT and for subsequent payment where applicable. NHDOT review times are estimates. If the Blue Ocean Satellite Systems Inc.'s submittals are incomplete the review may take longer. The NHDOT reserves the right to reject any submittal which it feels has not been adequately

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prepared. The NHDOT will inform Blue Ocean Satellite Systems Inc. in writing in such event and will request a resubmittal of the deliverable. NHDOT's rejection shall not waive Blue Ocean Satellite Systems Inc.'s responsibility to fulfill and maintain the approved project schedule.

If the State rejects the Deliverable, the State shall notify Blue Ocean Satellite Systems Inc. of the nature and class of the Deficiency and Blue Ocean Satellite Systems Inc. shall correct the Deficiency within the period identified in the Project Management Plan. If no period for Blue Ocean Satellite Systems Inc. correction of the Deliverable is identified, Blue Ocean Satellite Systems Inc. shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have fifteen (15) business days to review the Deliverable and notify Blue Ocean Satellite Systems Inc. of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Blue Ocean Satellite Systems Inc. fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Blue Ocean Satellite Systems Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Blue Ocean Satellite Systems Inc. in default, and pursue its remedies at law and in equity. In the event Blue Ocean Satellite Systems Inc. fails to address comments appropriately requiring additional or repetitive reviews the NHDOT reserves the right to seek reimbursement for any additional consultant costs related to the additional review efforts.

NHDOT will review and approve all deliverables required under the Contract. In the event Blue Ocean Satellite Systems Inc. fails to receive approval of any document prior to "Go-Live" as identified in Exhibit A *Contract Delivers*, the NHDOT may withhold, in its entirety, monthly operations payments until such documents are satisfactorily submitted and approved.

Blue Ocean Satellite Systems Inc. shall take into consideration the review and response times of both the NHDOT and Blue Ocean Satellite Systems Inc. in preparing and managing the timeliness of the document deliverables.

As part of each review process, NHDOT will provide Blue Ocean Satellite Systems Inc. with a consolidated set of comments on the deliverable submitted for review. Blue Ocean Satellite Systems Inc. shall respond in writing to all NHDOT provided comments. A comment resolution meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments and/or responses provided. Based on NHDOT comments and the results of the comment resolution meeting, Blue Ocean Satellite Systems Inc. shall prepare a final version of the deliverable for NHDOT approval.

4.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan.

4.5 SECURITY

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources,

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information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

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

5. SOFTWARE

Blue Ocean Satellite Systems Inc. shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*, and Exhibit H: *Compliance Matrix*.

6. WARRANTY SERVICES

Blue Ocean Satellite Systems Inc. shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Blue Ocean Satellite Systems Inc. shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

Blue Ocean Satellite Systems Inc. shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 IMPLEMENTATION SERVICES

Blue Ocean Satellite Systems Inc. shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 TESTING SERVICES

Blue Ocean Satellite Systems Inc. shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 TRAINING SERVICES

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Blue Ocean Satellite Systems Inc. shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

7.5 MAINTENANCE AND SUPPORT SERVICES

Blue Ocean Satellite Systems Inc. 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*.

8. PROJECT MANAGEMENT PLAN DELIVERABLE

Blue Ocean Satellite Systems Inc. shall provide the State with a Project Management Plan that shall include, without limitation, a detailed description as described in the RFP 2016-016 of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Project Management Plan shall be a separate Deliverable and is referenced in Contract Exhibit I: *Project Management Plan*. Blue Ocean Satellite Systems Inc. shall update the Project Management Plan as necessary, but no less than every month, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Project Management Plan must be approved by the State, in writing, prior to final incorporation.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Project Management Plan* shall not relieve Blue Ocean Satellite Systems Inc. from liability to the State for damages resulting from Blue Ocean Satellite Systems Inc. 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, Blue Ocean Satellite Systems Inc. must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Blue Ocean Satellite Systems Inc. or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Blue Ocean Satellite Systems Inc. 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 Blue Ocean Satellite Systems Inc. failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Project Management Plan, the Schedule shall automatically extend on a day-to-day basis, or as mutually agreed to between the parties.

9. CHANGE ORDERS

DESIGN, DEVELOPMENT, TESTING, AND GO-LIVE

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Blue Ocean Satellite Systems Inc. Initials: PA

Date: 26 July 2016

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The State may make changes or revisions at any time by written Change Order. Within ten (10) business days of Blue Ocean Satellite Systems Inc. receipt of a Change Order, Blue Ocean Satellite Systems Inc. shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Management Plan.

Blue Ocean Satellite Systems Inc. may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Project Management Plan. The State shall attempt to respond to Blue Ocean Satellite Systems Inc. requested Change Order within ten (10) business days. The State Agency must approve all Change Orders in writing.

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

OPERATIONS

The State may make changes or revisions at any time by written Change Request per NHDOT's Change Request Work Instruction included in Exhibit O: *Certificates and Attachments*. The State originated changes or revisions shall be approved by the Department of Information Technology. Within fifteen (15) business days of Blue Ocean Satellite Systems Inc. receipt of a Change Request, and test plan, Blue Ocean Satellite Systems Inc. shall advise the State, in detail, of any impact on cost, estimate time frame/schedule.

Blue Ocean Satellite Systems Inc. may request a change or revisions at any time by written Change Request per NHDOT's Change Request Work Instruction included in Exhibit O: *Certificates and Attachments*. The State shall attempt to respond to Blue Ocean Satellite Systems Inc. requested Change Request within fifteen (15) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Requests in writing.

All Change Request(s) from Blue Ocean Satellite Systems Inc. to the State, and the State acceptance of Blue Ocean Satellite Systems Inc. estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Request(s) may be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Blue Ocean Satellite Systems Inc.

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Upon successful completion and/or termination of the Implementation of the Project, Blue Ocean Satellite Systems Inc. shall own and hold all title and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to Blue Ocean Satellite Systems Inc. provided Software, and their associated Documentation including any and all performance enhancing operational plans and Blue Ocean Satellite Systems Inc. special utilities.

Blue Ocean Satellite Systems will provide the State of New Hampshire with end user licence agreement allowing use of the software for use, production and publication of reports and documentation pursuant under the contract as set forth in Exhibit J: Software License.

In no event shall Blue Ocean Satellite Systems Inc. be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, Blue Ocean Satellite Systems Inc. shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, at no additional cost to the State.

10.3 VENDOR'S MATERIALS

Subject to the provisions of this Contract, Blue Ocean Satellite Systems Inc. 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, Blue Ocean Satellite Systems Inc. shall not distribute any products containing or disclose any State Confidential Information. Blue Ocean Satellite Systems Inc. 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 Blue Ocean Satellite Systems Inc. employees or third party consultants engaged by Blue Ocean Satellite Systems Inc.

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: *Access to Public Records and Meetings*, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

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10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

Blue Ocean Satellite Systems will provide the State of New Hampshire with perpetual, irrevocable, non-exclusive end user licence agreement per the length of the contract. Any customized software development that occurs during the contract will held as the intellectual property of Blue Ocean Satellite Systems.

10.6 SURVIVAL

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, Blue Ocean Satellite Systems Inc. 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*). Blue Ocean Satellite Systems Inc. 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 Blue Ocean Satellite Systems Inc. performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

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

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

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disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Blue Ocean Satellite Systems Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon Blue Ocean Satellite Systems Inc. regarding the State Confidential Information, and Blue Ocean Satellite Systems Inc. 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, Blue Ocean Satellite Systems Inc. shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 VENDOR CONFIDENTIAL INFORMATION

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

11.4 SURVIVAL

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

12 LIMITATION OF LIABILITY

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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 Blue Ocean Satellite Systems Inc. shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 BLUE OCEAN SATELLITE SYSTEMS INC.

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

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

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

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

13. INDEMNIFICATION

Blue Ocean Satellite Systems Inc. shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of Blue Ocean Satellite Systems Inc. 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 the termination of this agreement.

14. TERMINATION

14.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of Blue Ocean Satellite Systems Inc. shall constitute an event of default hereunder ("Event of Default")

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- a. Failure to perform the Services in accordance with the Specifications and other contract documents or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

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

- a. Unless otherwise provided in the Contract, the State shall provide Blue Ocean Satellite Systems Inc. written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Blue Ocean Satellite Systems Inc. fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Blue Ocean Satellite Systems Inc. notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Blue Ocean Satellite Systems Inc. a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Blue Ocean Satellite Systems Inc. during the period from the date of such notice until such time as the State determines that Blue Ocean Satellite Systems Inc. has cured the Event of Default. The State may withhold the suspended payments at its discretion if the State determines that the default substantially impacted the products and services provided to the State by Blue Ocean Satellite Systems Inc. during the default period.
- c. Set off against any other obligations the State may owe to Blue Ocean Satellite Systems Inc. any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Blue Ocean Satellite Systems Inc. shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

14.1.2 Blue Ocean Satellite Systems Inc. shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

14.1.3 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.

14.2 TERMINATION FOR CONVENIENCE

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Blue Ocean Satellite Systems Inc. Initials: AS

Date: 26 July 2016

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14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Blue Ocean Satellite Systems Inc. In the event of a termination for convenience, the State shall pay Blue Ocean Satellite Systems Inc. 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.

14.2.2 During the thirty (30) day period, Blue Ocean Satellite Systems Inc. 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.

14.3 TERMINATION FOR CONFLICT OF INTEREST

14.3.1 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 Blue Ocean Satellite Systems Inc. did not know, or reasonably did not know, of the conflict of interest.

14.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Blue Ocean Satellite Systems Inc., the State shall be entitled to pursue the same remedies against Blue Ocean Satellite Systems Inc. as it could pursue in the event of a default of the Contract by Blue Ocean Satellite Systems Inc.

14.4 TERMINATION PROCEDURE

14.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Blue Ocean Satellite Systems Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Blue Ocean Satellite Systems Inc. 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

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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 Blue Ocean Satellite Systems Inc. and in which 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, any property which is required to be furnished to State and which has been accepted or requested by the State;
- e. Provide written certification to the State that Blue Ocean Satellite Systems Inc. has surrendered to the State all said property; and
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15. CHANGE OF OWNERSHIP

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

16.2 Blue Ocean Satellite Systems Inc. shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Sub-contractors, 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 Blue Ocean Satellite Systems Inc. of any of its obligations under the Contract nor affect any remedies available to the State against Blue Ocean Satellite Systems Inc. that may arise from any event of default of the provisions of the contract. The State shall consider Blue Ocean Satellite Systems Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

17. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	David Burry Blue Ocean Satellite Systems Inc. Project Manager (PM)	John Corcoran State Project Manager (PM)	5 Business Days
Secondary	Paul Anderson Blue Ocean Satellite Systems Inc. Project Principal	Dave Rodrigue Director of Operations	10 Business Days

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

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18 GENERAL PROVISIONS

18.1 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 notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

18.2 COMPLIANCE WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

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

18.2.2 During the term of the Contract, Blue Ocean Satellite Systems Inc. shall not discriminate against employees or applicants for employment in violation of applicable State or 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.

18.2.3 If the Contract is funded in any part by monies of the United States, Blue Ocean Satellite Systems Inc. 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. Blue Ocean Satellite Systems Inc. further agrees to permit the State, or United States, access to any of pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

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18.3 REGULATORY/GOVERNMENT APPROVALS

Blue Ocean Satellite Systems Inc. shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

18.4 WORKERS' COMPENSATION.

18.4.1 By signing this agreement, Blue Ocean Satellite Systems Inc. agrees, certifies and warrants that it is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

18.5 PERSONNEL

18.5.1 The performance of Blue Ocean Satellite Systems Inc.'s obligations under the Contract shall be carried out by Blue Ocean Satellite Systems Inc., at its own expense, and Blue Ocean Satellite Systems Inc. shall provide all personnel, materials and resources required under the Contract and as necessary to perform' obligations under the Contract. Blue Ocean Satellite Systems Inc. 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.

18.5.2 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 (General Provisions, Page 1, Block 1.7 of the Contract Agreement), shall not hire, and Blue Ocean Satellite Systems Inc. shall not permit any sub or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of the Contract. This provision shall survive termination of the Contract

18.6 WAIVER OF BREACH.

Contract Agreement RFP 2016-016 General Provisions

Blue Ocean Satellite Systems Inc. Initials: PA

Date: 26 July 2016

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No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of Blue Ocean Satellite Systems Inc.

18.7 AMENDMENT.

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

18.8 CONSTRUCTION OF AGREEMENT AND TERMS.

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

18.9 THIRD PARTIES.

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

18.10 HEADINGS.

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

18.11 SPECIAL PROVISIONS.

Additional provisions set forth in the attached Exhibit C: *Special Provisions* are incorporated herein by reference.

18.12 SEVERABILITY.

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

18.13 ENTIRE AGREEMENT.

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

18.14 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services of this Contract. The State will reimburse for any travel or out of pocket expenses incurred in the performance of any Services deemed to be outside the scope of this Contract i.e. Change Request and Work Orders as described in Exhibit B: *Price and Payment Schedule*.

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18.15 SHIPPING AND DELIVERY FEE EXEMPTION

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

18.16 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 Blue Ocean Satellite Systems Inc. with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Blue Ocean Satellite Systems Inc. to perform its obligations under the Contract.

18.17 REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by DoIT and the State

18.18 COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Blue Ocean Satellite Systems Inc. access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Blue Ocean Satellite Systems Inc. access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Blue Ocean Satellite Systems Inc. must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Blue Ocean Satellite Systems Inc. Personal software shall not be installed on any equipment.
- e. That if Blue Ocean Satellite Systems Inc. is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
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CONTRACT AGREEMENT-GENERAL PROVISIONS**

18.21 INSURANCE

19.21.1 Blue Ocean Satellite Systems Inc. Insurance Requirement

Blue Ocean Satellite Systems Inc. shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor or assignee to obtain and maintain in force, the following insurance:

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

18.21.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1: *Software Title* herein, in an amount not less than 80% of the whole replacement value of the property.

18.21.2 The policies described in subparagraph 19.21.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

18.21.3 Blue Ocean Satellite Systems Inc. shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Blue Ocean Satellite Systems Inc. shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation of the policy by the issuer, except for cancellation due to the non-payment of premium.

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

18.22 EXHIBITS

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

18.23 VENUE AND JURISDICTION

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

18.24 SURVIVAL

**STATE OF NEW HAMPSHIRE
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The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 4: *Records Retention and Access Requirements*, Exhibit D Section 5: *Accounting Requirements*, and General Provisions-Section 11: *Use of State's Information*, Confidentiality and General Provisions- Section 13: *Indemnification* which shall all survive the termination of the Contract.

18.25 FORCE MAJEURE

Neither Blue Ocean Satellite Systems Inc. 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 Blue Ocean Satellite Systems Inc. inability to hire or provide personnel needed for Blue Ocean Satellite Systems Inc. performance under the Contract.

18.26 NOTICES

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

BLUE OCEAN SATELLITE
SYSTEMS INC.
67 Majors Path, Suite 101
St. Johns, NL A1A 4Z9 Canada
1-709-737-2583

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
PO BOX 2950
CONCORD NH 03302-2950
TEL: (603) 485-3806

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
CONTRACT AGREEMENT-EXHIBIT A - CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Blue Ocean Satellite Systems Inc. shall provide an Automatic Vehicle Location System (AVL) and associated services for the New Hampshire Department of Transportation (NHDOT).

General Project Assumptions

1. Blue Ocean Satellite Systems Inc. will provide project tracking tools and templates to record and manage Issues, Risks, Change Orders, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Blue Ocean Satellite Systems Inc. Project Manager will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, Blue Ocean Satellite Systems Inc. shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. Blue Ocean Satellite Systems Inc. shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C and K of the RFP 2016-016. Blue Ocean Satellite Systems Inc. shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all testing as set forth in Exhibit F, *Testing Services*, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof subject to the terms of this Contract Section 1.3 *Contract Term*.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
CONTRACT AGREEMENT-EXHIBIT A - CONTRACT DELIVERABLES**

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Design/Implementation/Testing

Item No.	Deliverable/Milestone	Projected Delivery Date*
1	Notice to Proceed/Performance Bond	NTP
2	Baseline Project Schedule Submitted	30 Days from NTP
3	Draft System Compliance Matrix	45 Days from NTP
4	Draft System Requirements Document (SRD)	60 Days from NTP
5	Preliminary Design Review Meeting	75 Days from NTP
6	System Compliance Matrix Approved	90 Days from NTP
7	Training Materials and Manuals Approved	110 Days from NTP
8	Training Complete	130 Days from NTP
9	Maintenance & Operations Plan	145 Days from NTP
10	Initial Acceptance Test Approved	150 Days from NTP
11	Final System Requirements Document (SRD)	175 Days from NTP
12	Commissioning Test Approved	175 Days from NTP
13	Operational Testing	After two winter weather events.

*Final due dates will be set based on Blue Ocean Satellite Systems Inc. Project Schedule approved by NHDOT.

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software e*.

**STATE OF NEW HAMPSHIRE
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SCHEDULE**

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of \$270,072.66 for the period between the Effective Date through June 30, 2020. Blue Ocean Satellite Systems Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Blue Ocean Satellite Systems Inc. to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

1.2 Cost Summary Detail

Table 1.2 Cost Summary Details

Description	Year 1 FY 17	Year 2 FY 18	Year 3 FY 19	Year 4 FY 20	Contract Item Total
Implementation/ Warranty Term (Turnpikes 43 Advanced and Highway Maintenance 7 Basic 14 Advanced)	\$99,514.92	\$0.00	\$0.00	\$0.00	\$99,514.92
Additional Highway Maintenance Units 13 Basic 8 Advanced – invoice upon approved commissioning Item 13 under Table XX	\$25,414.58	\$0.00	\$0.00	\$0.00	\$25,414.58
Additional Turnpike Units 4 Basic	\$4,441.68	\$0.00	\$0.00	\$0.00	\$4,441.68
Highway Maintenance Reinstall of units	\$0.00	\$3,385.00	\$0.00	\$0.00	\$3,385.00
Maintenance	\$33,204.12	\$33,204.12	\$33,204.12	\$33,204.12	\$132,816.48
Training	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
FY Total Operational Costs	\$162,575.30	\$38,089.12	\$34,704.12	\$34,704.12	
TOTAL CONTRACT PRICE					\$270,072.66

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Table 1.2.1 Project Implementation / Warranty Deliverables

Item No.	Deliverable/Milestone	Percent Payment	Cumulative Gross Payment	*Pmt. Amt	Cum Pay Amt
			Total Cost		\$99,514.92
1	Notice to Proceed/Bond	5%	5%	\$4,975.75	\$4,975.75
2	Baseline Project Schedule Approved	5%	10%	\$4,975.75	\$9,951.49
3	Draft System Compliance Matrix Approved	10%	20%	\$9,951.49	\$19,902.98
4 & 11	Approved System Requirements Document (SRD)	5%	33%	\$4,975.75	\$32,839.92
5	Preliminary Design Review Meeting	8%	28%	\$7,961.19	\$27,864.18
6	System Compliance Matrix Approved	2%	35%	\$1,990.30	\$34,830.22
7 & 8	Training Materials Provided and Training Completed	8%	50%	\$7,961.19	\$49,757.46
9	Approved Maintenance and Operations Plan	7%	42%	\$6,966.04	\$41,796.27
10	Initial Acceptance Test Approved	20%	70%	\$19,902.98	\$69,660.44
12	Commissioning Test Approved	15%	85%	\$14,927.24	\$84,587.68
13	Operational Test Approved	10%	95%	\$9,951.49	\$94,539.17
14	Final Acceptance, including Manuals	5%	100%	\$4,975.75	\$99,514.92

***Completion shall be based on approval by NHDOT.**

Table 1.2.2 Additional Unit Cost – FY17

Advanced Units (Non CS-440 Spreaders)

SH-M2M-001	Chameleon CTM-200 Modem for US Cellular Module	\$777.78
SH-PWR-001	Cypress Power Cable	\$19.17
SH-ANT-001	Windshield Mount Antenna	\$32.85
SH-CSE-001	CTM Tamper Proof Case	\$36.74

Contract Agreement RFP 2016-016 Exhibit B - Price and Payment Schedule

Blue Ocean Satellite Systems Inc. Initials BA

Date: 26 July 2016

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SH-CON-001-K	ATC Power Kit (Contains two ATC Add-A-Circuits, two ATC 5 Amp Fuses, and one Ground Ring Terminal)	\$8.88
SH-SCC-KIT	Universal Spreader Cable Kit (Cirrus, CS230AC, CS550, Dickey-John, Epoke, Flex 4, Force America 5100, Schmidt)	\$21.41
SH-SEN-011-K	4 Wire 15 Ft. Input Cable with 2 GPIO Blocks (9 pin)*	\$25.57
SH-SEN-001-K	Plow Blade Proximity Sensor Kit (contains Sensor, 30' LED cable, mounting bracket, 3 butt splice connectors 14-16AWG)	\$64.99
	Installation	\$350.00
	Shipping	\$40.00
	Total Cost per Unit	\$1,377.39
	x 8 units	\$11,019.12

Basic Units

SH-M2M-001	Chameleon CTM-200 Modem for US Cellular Module	\$777.78
SH-PWR-001	Cypress Power Cable	\$19.17
SH-ANT-001	Windshield Mount Antenna	\$32.85
SH-CSE-001	CTM Tamper Proof Case	\$36.74
SH-CON-001-K	ATC Power Kit (Contains two ATC Add-A-Circuits, two ATC 5 Amp Fuses, and one Ground Ring Terminal)	\$8.88
	Installation	\$195.00
	Shipping	\$40.00
	Total Cost per Unit	\$1,110.42
	x 17 units	\$18,877.14

Table 1.2.3 Maintenance Cost

Description	Quantity		Year 1 FY17	Year 2 FY18	Year 3 FY19	Year 4 FY20	Contract Item Total
	Basic	Advanced					
Highway Maintenance (Includes Additional Vehicles)	20	22	\$15,669.36	\$15,669.36	\$15,669.36	\$15,669.36	\$62,677.44
Turnpikes (Includes Additional Vehicles)	4	43	\$17,534.76	\$17,534.76	\$17,534.76	\$17,534.76	\$70,139.04
Sub - Total Maintenance Cost			\$33,204.12	\$33,204.12	\$33,204.12	\$33,204.12	
Total Maintenance Cost							\$132,816.48

Table 1.2.4 Training

Description	Year 1 FY 17	Year 2 FY 18	Year 3 FY 19	Year 4 FY 20	Contract Item Total
Per Day On Site	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
Webinar	Free	Free	Free	Free	\$0.00
				Total	\$4,500.00

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Table 1.3 Part List Cost

Part #	Item Description	Price
	Cypress Solutions Telematics Basic Kit	
	Cypress Solutions Modems	
SH-M2M-001	Chameleon CTM-200 Modem for US Cellular	\$777.78
SH-PWR-001	CTM-200 Power Cable	\$19.17
SH-CSE-001	CTM Tamper Proof Case	\$34.37
	Cypress Modem Antennas + Accessories	
SH-ANT-001	GPS/Cell Windshield Mount Antenna	\$32.85
SH-ANT-004	WIFI/WPAN Windshield Mount Antenna	\$15.84
SH-SEN-009	Isolated RS485 Port	\$29.63
SH-SCC-020	CTM-200 modem Programming Cable	\$29.48
	Replacement Components	
SH-MNT-002	Elastomer CTM-200 Mounting Bracket	\$25.56
SH-ANT-002	Windshield Antenna Adhesive Pad (pack of 10)	\$41.48
	Cypress Modem ECM Cables	
SH-ECM-001-K	SH-ECM-001-K J-1939 Cable Kit (Y-Cable with ECM Data CANCable)	57.14
SH-ECM-002-K	OBDII Cable Kit (Y-Cable with ECM Data CANCable)	57.14
	Replacement Components	
SH-ECM-001	J-1939 Y-Cable	\$37.04
SH-ECM-002	OBDII Y-Cable	\$37.04
SH-ECM-003	ECM Data CAN-Cable	\$29.63
	Cypress Modem IO Connector Components	
SH-SEN-011-K	SH-SEN-011-K GPIO Kit (4 Wire 15 Ft. Input Cable with 2 1x9 GPIO Blocks)	\$15.98
	Replacement Components	
SH-IOS-002	GPIO Block 1x9 Inputs	\$10.22
SH-SEN-011	4 Wire 15 Ft. Input Cable	\$8.71
	Cypress Modem DriverID	
SH-SEN-004-1	I-Button Reader Assembly (Includes Reader, Buzzer, 4-wire)	\$30.93
MMS-200-IBK	iButton Key with Fob	\$7.31
SH-SEN-005	HID Card Reader Assembly (Includes Card Reader, 4-wire, Buzzer)	\$117.27
SH-SEN-007	HID Driver ID Card	\$4.44
	Cypress Modem Lone Worker Components	
SH-SEN-008	Lone Worker Pendant	\$188.24
SH-WIM-005	Embedded WPAN Gateway (Required for Lone Worker Pendant, also requires WPAN antenna)	\$83.66
	Installation Components	
SH-CON-KIT	Universal Fuse Kit (includes 2 inline, 2 ATC, 2 ATM, 2 ATR Add-a-Circuits, 2 ATC, 2 ATM, 2 ATR 5A fuses, 4 14-16AWG butt splice connectors, 3 ground ring terminals, 1x1" TEK screw)	\$21.54
SH-CON-006-K	Inline Fuse Kit (includes 2 inline, 2 ATC 5A fuses, 4 14-16AWG butt splice connectors, 3 ground ring terminals, 1x1/2" TEK screw)	\$8.88
SH-CON-004-K	ATC Fuse Kit (includes 2 ATC Add-a-Circuits, 2 ATC 5A fuses, 1 ground ring terminal, 1x1/2" TEK screw)	\$8.88
SH-CON-001-K	ATM Fuse Kit (includes 2 ATM Add-a-Circuits, 2 ATM 5A fuses, 1 ground ring terminals, 1x1/2" TEK screw)	\$8.88

Contract Agreement RFP 2016-016 Exhibit B - Price and Payment Schedule

Blue Ocean Satellite Systems Inc. Initials BA

Date: 28 July 2016

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SH-CON-008-K	ATR Fuse Kit (includes 2 ATR Add-a-Circuits, 2 ATR 5A fuses, 1 ground ring terminals, 1x1/2" TEK screw)	\$8.88
	Replacement Components	
SH-CON-001	DC Power Add-a-Circuit ATM (mini) (pack of 10)	\$39.58
SH-CON-002	DC Power 5 Amp Fuses (ATM) (pack of 10)	\$1.88
SH-CON-003	DC Power Ground Ring Terminal (14-16AWG) (pack of 10)	\$0.83
SH-CON-004	DC Power Add-a-Circuit (ATC/ATO) (pack of 10)	\$39.58
SH-CON-005	DC Power 5 Amp Fuses (ATC) (pack of 10)	\$2.60
SH-CON-006	Inline fuse Holder (ATC) (pack of 10)	\$20.42
SH-CON-008	DC Power Add-a-Circuit ATR (ATM Micro) (pack of 10)	\$39.58
SH-CON-009	DC Power 5 Amp Fuses (ATR) (pack of 10)	\$5.21
SH-CON-011	Butt Splice connectors (14-16AWG) with heat shrink, low temp solder (pack of 10)	\$5.00
	Cabling, Sensors + Accessories	
SH-SCC-008	CAT5e Ethernet Cable 15ft RJ45	\$7.07
SH-SCC-KIT	Universal Spreader Cable Kit (Cirrus, CS230AC, CS550, Dickey-John, Epoke, Flex 4, Force America 5100, Schmidt)	\$21.41
SH-SCC-001	CS440 Spreader Cable (remove pin 8)	\$31.24
SH-SEN-015	Hydraulic Pressure Sensor Kit (Includes 3000psi sensor, hydraulic t-fitting, 30' SJEOOW 2-wire cable, inline ATC fuse holder, ATC fuse, 2x 14-16AWG butt splice connectors)	\$218.90
SH-SEN-001-K	Plow Blade Proximity Sensor Kit (contains Sensor, 30' LED cable, mounting bracket, 3 butt splice connectors 14-16AWG)	\$64.99
	Replacement Components	
SH-SEN-001	Plow Blade Proximity Sensor	\$50.98
SH-SEN-002	Plow Blade Sensor Cable 10-M w/LED	\$21.96
SH-SEN-010	Mounting Bracket RT-ANG for 30 mm Sensors	\$3.92
	Satellite Tracking Devices & Services	
-SH-M2M-006	SkyHawk SmartOne Satellite Tag (Includes Batteries - 4xAA Lithium)	\$188.24
SH-PWR-002	SkyHawk SmartOne 17ft Power/IO Cable	\$39.22
MMS-100-SMC	SkyHawk SmartOne 6ft Power/IO Cable	\$32.68
SH-GST-002	SkyHawk SmartOne - Network Activation (One time fee per unit)	\$50.00
SH-GST-004	Satellite Data Plan - VAR PLAN 1 (Monthly fee/unit - Additional Msgs = \$0.20)	\$3.75
SH-GST-005	Satellite Data Plan - 100 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$12.50
SH-GST-006	Satellite Data Plan - 200 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$17.50
SH-GST-007	Satellite Data Plan - 400 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$31.25
SH-GST-008	Satellite Data Plan - 800 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$50.00
SH-GST-009	Satellite Data Plan - 100 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$13.75
SH-GST-010	Satellite Data Plan - 200 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$19.25
SH-GST-011	Satellite Data Plan - 400 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$34.50
SH-GST-012	Satellite Data Plan - 800 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$55.00
	Software	
SH-WEB-USA	SkyHawk - Connect Anywhere (AVL) - Monthly fee per vehicle	\$21.50
	SH-WEB-002 SkyHawk - Connect Anywhere (Asset) - Monthly fee per asset (Sat tag) includes satellite airtime suspension	\$5.00
SH-WEB-003	SkyHawk - Connect Anywhere (AVL) - Monthly Suspension Fee per vehicle, includes cellular airtime suspension (up to 6mo)	\$5.00
SH-PUB-001	SkyHawk - Connect Anywhere (AVL) - Monthly Public Access Fee per vehicle or asset	\$5.00
	US Cellular Data Plans	

Contract Agreement RFP 2016-016 Exhibit B - Price and Payment Schedule

Blue Ocean Satellite Systems Inc. Initials BA

Date: 26 July 2016

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SH-USC-001	US Cellular 10 MB Pooled Plan-Monthly Fee per Vehicle	\$8.79
SH-USC-002	US Cellular 25 MB Pooled Plan-Monthly Fee per Vehicle	\$9.59
SH-USC-003	US Cellular 50 MB Pooled Plan-Monthly Fee per	\$13.95
SH-USC-004	US Cellular 250 MB Pooled Plan-Monthly Fee per Vehicle	\$17.99
SH-USC-005	US Cellular 1 GB Pooled Plan-Monthly Fee per Vehicle	\$20.69
SH-USC-006	US Cellular 5 GB Pooled Plan-Monthly Fee per Vehicle	\$35.99

1.4 Blue Ocean Satellite Systems Inc. Labor Rates

The State may request additional Services from Blue Ocean Satellite Systems Inc. and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

Table 1.4: Blue Ocean Satellite Systems Inc. Labor Rates Worksheet

1	Installation Technician	\$80.00/hr	\$80.00/hr	\$80.00/hr	\$80.00/hr
2	System Developer	\$120.00/hr	\$120.00/hr	\$120.00/hr	\$120.00/hr
3	Project Manager	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr

* Labor Rates for additional years will be based on Cost of Living Adjustment (COLA).

**Any travel for out of scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel Blue Ocean Satellite Systems Inc. shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursements must be supported by appropriate records and receipts.

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$270,072.66 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Blue Ocean Satellite Systems Inc. for all fees and expenses, of whatever nature, incurred by Blue Ocean Satellite Systems Inc. in the performance hereof.

3. INVOICING

Blue Ocean Satellite Systems Inc. shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Blue Ocean Satellite Systems Inc. shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without

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limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

4. PAYMENT ADDRESS

All invoices shall be sent to the following address:

John Corcoran
New Hampshire Department of
Transportation - Bureau of
Turnpikes

UPS, DHL, Federal Express (etc):
36 Hackett Hill Road
Hooksett NH 031206
Concord NH 03302-2950

US Mail:
PO Box 2950
Concord NH 03302-2950

5. OVERPAYMENTS TO BLUE OCEAN SATELLITE SYSTEMS INC.

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

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against Blue Ocean Satellite Systems Inc. invoices with appropriate information attached.

7. CONTRACT SECURITY/PERFORMANCE BOND

Blue Ocean Satellite Systems Inc. shall furnish the Agency with a Performance Bond in an amount equal to 100% of the total value of the Project Delivery Cost, Appendix B Table 1.3 Cost Summary Detail within ten (10) business days of receipt of notice of intent to award a contract. Blue Ocean Satellite Systems Inc. shall bear the full expense for the Performance Bond including any extensions or renewals as may be required. If such is not provided, the award may be nullified.

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SCHEDULE**

The Performance Bond shall be in a form and substance satisfactory to the Agency. The Performance Bond shall be maintained by Blue Ocean Satellite Systems Inc. in full force and effect until Final System Acceptance. Blue Ocean Satellite Systems Inc. or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this contract or the Deliverables or the Specifications, or of any Change Orders.

A licensed insurance company authorized to do business in the State of New Hampshire shall issue the Performance Bond made payable to the State of New Hampshire. The Performance Bond shall contain the Contract number and dates of performance. Blue Ocean Satellite Systems Inc. shall extend the validity and enforcement of the Performance Bond until Final System Acceptance is achieved.

8. CONTRACT EXTENSION COSTS

Contract extension costs for maintenance and labor rates are based on COLA, if extended at the sole option of the State as outlined in Contract Agreement-General Provisions Section 1.3, Contract Term. Training will be negotiated at the time of the contract extension.

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SPECIAL PROVISIONS

No special provisions are included in this Contract.

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ADMINISTRATIVE SERVICES

1. STATE-OWNED DOCUMENTS AND DATA

Blue Ocean Satellite Systems Inc. shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Blue Ocean Satellite Systems Inc. shall turn over all State-owned Documents, State Data, 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.

3. ACCESS/COOPERATION

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

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Blue Ocean Satellite Systems Inc. to perform its obligations under the Contract.

4. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Blue Ocean Satellite Systems Inc. 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. Blue Ocean Satellite Systems Inc. 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

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the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Blue Ocean Satellite Systems Inc. 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 Blue Ocean Satellite Systems Inc. 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.

5. ACCOUNTING REQUIREMENTS

Blue Ocean Satellite Systems Inc. shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and Blue Ocean Satellite Systems Inc. shall maintain records pertaining to the Services and all other costs and expenditures.

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CONTRACT AGREEMENT - EXHIBIT E - IMPLEMENTATION SERVICES**

IMPLEMENTATION SERVICES

Blue Ocean Satellite Systems Inc. shall provide the State with the following services set forth in Exhibit A per Automatic Vehicle Location System (AVL) RFP 2016-016 Appendix C, G, K, and addendum.

STATE MEETINGS AND REPORTS

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

Blue Ocean Satellite Systems Inc.'s Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a) **Status Meetings:** Participants will include, at the minimum, the Blue Ocean Satellite Systems Inc. Project Manager and the State Project Manager. These meetings will be conducted at least monthly or biweekly and address overall Project status and any additional topics needed to remain on schedule. A status and error report from Blue Ocean Satellite Systems Inc. shall serve as the basis for discussion.
- b) **The Project Management Plan:** shall be reviewed at each Status Meeting and updated, at minimum, a prior to the meeting.
- c) **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- d) **Exit Meeting:** Participants will include Project leaders from Blue Ocean Satellite Systems Inc. and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Blue Ocean Satellite Systems Inc. to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Project Management Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Blue Ocean Satellite Systems Inc.'s responsibility.

The Blue Ocean Satellite Systems Inc. Project Manager shall submit monthly progress report in accordance with the Schedule and terms of this Contract. If the Blue Ocean Satellite Systems Inc.'s schedule falls behind the progress reports may be required bi-weekly as directed by the State. All progress reports shall be prepared in formats approved by the State. The Blue Ocean Satellite Systems Inc.'s Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.

Contract Agreement RFP 2016-016 Exhibit E - Implementation Services

Blue Ocean Satellite Systems Inc. Initials PA

Date: 20 July 2016

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

Contract Agreement RFP 2016-016 Exhibit E - Implementation Services

Blue Ocean Satellite Systems Inc. Initials BA

Date: 26 July 2016

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CONTRACT AGREEMENT - EXHIBIT F - TESTING SERVICES**

TESTING SERVICES

Blue Ocean Satellite Systems Inc. shall provide the testing services as described in the Automatic Vehicle Location System (AVL) RFP 2016-016 Appendix G-1 Testing Requirements, including any addendum and/or Compliance Matrix table included in Exhibit H.

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES**

MAINTENANCE AND SUPPORT SERVICES

Blue Ocean Satellite Systems Inc. shall provide the maintenance and support services, as described in RFP 2016-016 Appendix C-7.9 Vendor Support and Warranties, including any addendum and/or Compliance Matrix table included in Exhibit H.

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COMPLIANCE MATRIX

Blue Ocean Satellite Systems Inc. shall meet all requirements as described in RFP 2016-016 Appendix C as agreed to in their Compliance Matrix shown below.

Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-1	Project Overview							
C-2	General Requirements							
C-2.1	Project Schedule	Y				M		Final detailed schedule will be provided in MS Project format 30 business days after contract award.
C-2.2	Documentation	Y				M		All project documentation will be provided per the requested schedule. SkyHawk has standard documentation available but will customize per NHDOT requirements.
C-2.2.1	Project Management Plan	Y				M		Final Project Management Plan will be provided 30 business days after contract award.
C-2.2.2	Maintenance and Operations Plan	Y				M		SkyHawk will provide finalized plan per the requested schedule. It is important to note that system maintenance is performed on a monthly basis and can't be postponed until after the winter season. During the maintenance

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-2.2.3	This requirement has been removed							window, all hardware continues to report into the system and no data is lost. However users may not be able to log into the system for brief period of time (usually less than 10 min, sometime up to 2 hours for major update). These maintenance windows are scheduled to avoid downtime in winter storm events. Reference Appendix E for more details.
C-2.2.4	Master Test Plan	Y					M	
C-2.3	Deliverable Payment Schedule	Y			E			
C-2.3.1	System Requirement Document	Y					M	
C-2.3.2	System Compliance Matrix	Y					M	SkyHawk will submit a System Requirement Document describing the design specifications of all hardware and software provided as part of the AVL System to meet the Approved Requirements of the Contract.
C-2.3.3	Training Material and User's Manual	Y					M	SkyHawk will submit System Compliance Matrix per the requested schedule.
C-2.4	Summary of Deliverable Deadlines	Y					M	Standard training documentation provided in Appendix C. SkyHawk will provide all training documentation as requested. SkyHawk agrees with deadlines for Deliverables and will incorporate into project schedule.

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-3 Computing Requirements								
C-3.1 Security Requirements								
C-3.1.1	AVL System Access – AVL System Access shall be provided via Vendor installed and/or through a browser, preference is for a browser version, this will be reflected in the scoring. The browser version must adhere to the current State of NH standard at the time of implementation, which is currently Internet Explorer 8/9/10. The State of NH does not support Flash or Java. The desktop version must be compatible with the current State of NH standard operating system, which is Windows 7 64-bit. AVL shall also be accessible via a mobile device (Phone or Tablet), describe any limitations to functionality on a mobile device if supported.	Y			E			Access is provided through any current Web-browser including Internet Explorer/Chrome/Firefox. Flash and Java are not required nor any other custom browser plug ins.
C-3.1.2	Secure Authentication – See DoIT Requirements for Hosting-Cloud Requirements in Appendix K.	Y			E			The SkyHawk system meets all cloud-hosting requirements in Appendix K.
C-3.1.3	Authorized users – See DoIT Requirements in Appendix L.	Y					M	Requirements in Appendix L shall be met.
C-4 Data Requirements								
C-4.1 GUI								
C-4.1.1	User settings – User preferences and settings, including preferred time zone for data display, shall be stored on a central System server so these settings and preferences follow the user from one computer to the next.	Y			E			All user preferences and settings, including preferred time zone are stored in central servers, and those settings will be the same regardless of the PC that the user is logged into.
C-4.1.2	Display units – Display units shall be standard measurements (i.e., °F, mph, inches, inches/hour, etc.).	Y			E			Display units are standard imperial measurements (including °F, mph, inches, inches/hour).
C-4.1.3	User types – shall support both 'Normal' and 'View-			E	E			Connect Anywhere provides dynamic

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Section	Conformance with RFP 2016-056 Requirements Only users shall be authorized to use all GUI functions. View-Only users shall have unlimited visualization access but shall be restricted from submitting reports that could impact State data.	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-5 GIS Capabilities								
C-5.1.1	Map view – The GUI shall provide an integrated GIS-based “Map View” display for presentation of geospatial weather, road and maintenance information.	Y			E			The GUI integrates a Google map for data presentation. Other data such as weather, road, route information is layered on top.
C-5.1.2	Map extents – geographic extents of Map View shall include the area serviced by the State with a buffer region of State-specified extent on all sides.			E	E			The map provided gives full Earth coverage.
C-5.1.3	Map capabilities – Select, Zoom In, Zoom Out, Pan. Provide On/off switches for City, County, State, State Highway, U.S. Highway, Interstate Highway, Lake/River as well as In-Vehicle Automatic Vehicle Location System (AVL)	Y				M		Default map tools are provided for zooming and panning. Layers and assets can be turned on and off via a check box. Map details such as highways are not provided as a layer at this time.
C-5.1.4	Alerting Capabilities – The Applications shall permit users to sign up for personalized alerting services, for user-specific locations and times, to include: <ul style="list-style-type: none"> • The Applications shall be capable of receiving push notifications, distributed via standard protocols provided by Google and Apple. • The receipt of alerts shall trigger the display of an icon in the device’s notification bar. • The user shall be able to select this icon to retrieve more information regarding the details of the alert. • The user shall also be able to access a brief history of alerts received on the device through a menu 	Y				M		Various alerts are built in such as vehicle behavior (harsh acceleration, over speed, geofence exit etc, hardware failure.) A history of all messages including alerts is available at any time.

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Section	Compliance with RFP 2016-056 Requirements within the Applications.	Compliance ¹			Existing Functionality ²				Vendor Comments
		Y	N	E	E	M	D		
C-6 Performance Requirements	<ul style="list-style-type: none"> • Alerts will be raised in the event of: <ul style="list-style-type: none"> o In vehicle hardware failure o Sensor or sensor communication failure 								
C-6.1	The Vendor shall provide an AVL System that is designed to meet the accuracy, performance and throughput requirements set forth in this document. The testing logistics required to prove adherence to these requirements is detailed in the Test Plan and the test procedures set forth in Section G.	Y			E				The SkyHawk AVL system is designed to meet the accuracy, performance and throughput requirements set forth in this document. Please refer to the test plan in section D-8.
C-6.2	Vehicle location Accuracy – The AVL system shall detect and report all vehicles registered in the system with an accuracy of 99.99% under all conditions described in this document. Testing shall require the use of vehicle data collected during live operations.	Y			E				The SkyHawk system will detect and report all vehicles registered in the system with an accuracy of 99.99% under all conditions described in this document. The test plan prepared by SkyHawk will make use of vehicle data collected during live operations.
C-6.2.1	This requirement has been removed								
C-6.2.2	This requirement has been removed								
C-6.2.3	The software as a service solution must have an uptime of minimum 99.9%.	Y			E				SkyHawk Telematics guarantees that ConnectAnywhere will be available 99.99% of the time, excluding scheduled maintenance times, normally on the first Saturday of every month.
C-6.2.4	System uptime outside of designated maintenance window hours must be within 99.5%.	Y			E				ConnectAnywhere's uptime outside of designated maintenance window hours is within 99.5%.
C-7 Specifications									
C-7.1 General Project Requirements									
C-7.1.1	Vendor shall provide a complete GPS/AVL solution to	Y			E				The SkyHawk Solution provides "all in

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-7.1.1.2	Advanced -- A more advanced device including capabilities defined in requirements in following sections.	Y			E			NHDOT SkyHawk can provide a hardware set to accommodate the requirements of NHDOT
C-7.1.2	Vendor shall assign a project manager for vendor managed activities who will have the ability to coordinate and approve the project requirements on its behalf.			E	E			The Project Management Team for this project will include David Burry, the Director of Sales for SkyHawk Telematics, who will be the first point of contact with NHDOT, Bianca Lester, SkyHawk Telematics Project Coordinator, and Aaron Harman, a Project Manager with US Cellular who is located in the state of New Hampshire.
C-7.1.3	Vendor shall provide its own skilled labor, tools and equipment for any installations of the new AVL/GPS and telematics system equipment offered in this proposal. A location for installations may be provided by NHDOT.	Y			E			Atlantic Broom Service, Inc. will provide its own skilled labor, tools and equipment for any installations of the new AVL/GPS and telematics system equipment
C-7.1.4	Vendor shall provide timely review (within 2 weeks), comment and approval of any change requisition documents.	Y			E			SkyHawk agrees to these terms.
C-7.1.5	Vendor will participate in all scheduled project activities, attend scheduled meetings and promptly respond to new meeting requests, requests for information, technical support or other necessary communication activities.	Y			E			SkyHawk agrees to these terms.
C-7.1.6	The system shall support vehicle identification of up to a minimum of eight alphanumeric characters and be expandable to add additional fleet units and components to serve NHDOT's needs for contract term.			E	E			ConnectAnywhere supports unique vehicle identifications of up to 45 alphanumeric characters. The system is expandable to add additional fleet units and components to serve NHDOT's needs for the entire contract term.
C-7.1.7	The solution offered shall have the ability to organize	Y			E			Connect Anywhere provides dynamic

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Section	Conformance with RFP 2016-056 Requirements vehicles, employees and users in a multi-tier organization. The solution must include the ability to report performance metrics rolled-up at different hierarchical levels and the ability to drill-down and across the hierarchy to investigate trends and anomalies.	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-7.1.8	The system must be capable of showing, in real time, the spreader control data as well as generate suitable reports based on available spreaders. This data shall include such things as set/actual rates, total material dispensed as well as trip and seasonal totals.	Y			E			The SkyHawk system can integrate with ground speed controllers to show, in real time, data such as set/actual rates, total material dispensed as well as trip and seasonal totals. A sample of the SkyHawk winter reports can be found in Appendix A: Reports
C-7.1.9	The system offered shall be a cloud web-based solution for remote configuration, management and update series for the maintenance of GPS telematics.	Y			E			Connect Anywhere is a web based application and only requires an internet browser to use the solution. All major browsers are supported including Internet Explorer (8 and above), Chrome, Safari, Firefox. Both Windows and Unix browsers are supported without any additional installation of plugins or add-ons. All configurations and updates are performed over-the-air.
C-7.1.10	Information data stored by the system shall be accessible on-line from user workstations for a period of two years and maintained in a data warehouse for an additional two years for access on request by the			E	E			Data is stored for 7 years or the lifetime of the contract, whichever period of time is longer. Afterward, a copy can be provided to the client. The CTM-200

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹		Existing Functionality ²			Vendor Comments	
		Y	N	E	E	M		D
C-7.1.1.1	<p>Conformance with RFP 2016-056 Requirements</p> <p>NHDOT. The maximum latency period between the most recently collected data and the time that it is entered into the data warehousing system shall be no more than 30 seconds and no more than the normal latency afforded by the network being used.</p> <p>Software and equipment shall be designed to prevent unauthorized access, and to facilitate only authorized access.</p>	Y			E			AVL modem is fully capable to report on real-time event changes such as I/Os, harsh events, high RPM, etc. and also up to 3 seconds while moving or stopped and every 15 degree change in GPS. The in-vehicle software solution provides alerts in the event of a vehicle access by an unauthorized party, and the asset emits an audible alert. Connect Anywhere provides dynamic role based security access for all account level access. Each feature of the system can be individually selected and added/removed from a single account permissions list or to an account template for a group of users. All system features and permissions can be managed by the client system administrator.
C-7.1.1.2	The system shall be able to interface to on-board discrete sensor inputs and 3rd party data logging systems (i.e. spreader controller consoles) simultaneously.	Y			E			The SkyHawk system can integrate with up to 6 inputs and a ground speed controller simultaneously.
C-7.1.1.3	The system shall be able to interface to existing salt spreader control systems including Compu-Spread 440 and 550.	Y			E			The system can integrate with these spreader control systems.
C-7.1.1.4	The overall system shall be capable of tracking, storing for at least 30 days, and reporting the movements and actions of a fleet of various vehicle types in real-time. Collection of data shall include all GPS and telematics data being collected by the AVL unit.			E	E			Data can be accessed through our Replay feature for up to 1 year and show all the various movements and actions of a fleet of various vehicle types in real-time. Collection of data includes all GPS and telematics data being collected by the AVL unit.
C-7.1.1.5	Data transmission rates shall be configurable. Some	Y			E			Data transmission rates are configurable

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Blue Ocean Satellite Systems Inc. Initials *BA* Date: *28 July 2016*

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Section	Conformance with RFP 2016-016 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
	fleets will require real-time reporting (every 5 seconds, 10 seconds, 30 seconds, 1 minute) while others will require less frequent updates (3 minutes, 5 minutes). System should have the ability to report on event changes and distance or a combination thereof.							based on the specific needs the client has for a specific asset. The system has the ability to report on event changes and distance or a combination of the two.
C-7.1.16	Time to first fix shall be 35 seconds for a cold start and warm start and 1 second for a hot start for reacquisition after losing signal	Y			E			The system has a TTF of less than 35 seconds for a cold start and 1 second for hot start.
C-7.1.17	The system must be accessible and compatible with the NHDOT browser environment, currently Internet Explorer, Firefox, and mobile devices including Apple and Android.	Y			E			The system is accessible and compatible with Internet Explorer, Firefox, and mobile devices including Apple and Android.
C-7.1.18	The system must be software-as-a-service platform to allow for future enhancements to be deployed and configured into the system with ease. Must allow for this continuous expansion and scalability.	Y			E			The SkyHawk system is designed to allow for future expansions to a client's fleet and allows future enhancements to be deployed and configured into the system with ease.
C-7.1.19	The system must be scalable to allow for the addition of partial or full NHDOT fleet and allow for the management of the full fleet in a single view of the software.	Y			E			The SkyHawk system is designed to allow for future expansions to a client's fleet and allows future enhancements to be deployed and configured into the system with ease. All assets are able to be viewed on ConnectAnywhere in a single view. Users will not have to change screens/url to view other assets belonging to them.
C-7.1.20	Solution vendor must provide unlimited, perpetual, and royalty-free rights to access all data within the proposed system.	Y			E			SkyHawk agrees to these terms.
C-7.2 Tracking Hardware								
C-7.2.1	Hardware must be non-proprietary hardware that can be implemented on multiple AVL systems with	Y			E			All SkyHawk hardware is non-proprietary hardware that can be

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Section	Conformance with RFP 2016-056 Requirements published or vendor available communication protocols.	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-7.2.2	All cellular hardware shall be certified by the PTCRB to ensure the device is approved to operate on the selected wireless carrier's network.	Y			E			SkyHawk utilizes leading 3rd party vehicle telematics modems that are certified to the highest standards and are also certified by the major cellular networks including US Cellular and Verizon. With PTCRB modem certification SkyHawk has direct access to the cellular network provider's technical support service to assist with troubleshooting system issues. This results in faster and more accurate troubleshooting and reduced unit downtime
C-7.2.3	Hardware shall have a 3-axis accelerometer to detect and indicate harsh acceleration and braking events in real time.	Y			E			The CTM-200 AVL modem has a 3-axis accelerometer for motion detection to indicate harsh acceleration and deceleration events in real time.
C-7.2.4	Hardware shall pass minimum shock and vibration testing with MIL-STD-810F certification.	Y			E			The CTM-200 meets the minimum shock and vibration testing with MIL-STD-810F certification Method 514.5C - Random Vibration freq. range 5-500 Hz, 0.008 g ² /hz spectral density Method 516-I - Shock - 40g, 11ms, Saw-tooth pulse shape, 3 axis operational test
C-7.2.5	Hardware shall have onboard non-volatile permanent memory capable of storing a minimum of 30 days worth of data.	Y			E			When leaving cellular range, the CTM-200 will store all data collected by the modem (a minimum of 30 days of data

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		Y	N	E	E	M	
C-7.2.6	Hardware must be able to report real-time events such as ignition on/off, I/O state changes, harsh events, excess RPM and speed, etc. Hardware must also be able to report every 15 seconds while moving or stopped and every 15 degree change in GPS heading.	Y			E		collected in 15 second intervals), and then upon re-entering cellular range, will upload all data collected to Connect Anywhere in less than 15 seconds. The CTM-200 AVL modem is fully capable to record data and report on real-time event changes such as I/Os, harsh events, high RPM, etc. within a maximum of 15 second intervals. The system will update with every 15 degree position change in GPS while in motion. When the vehicle is not in motion, and no status change occurs, the system will update every one minute when the vehicle's ignition is on to report on parked and idle times.
C-7.2.7	2-D non-differential position accuracy of the GPS receiver must be 2.5 meter or better with 95% confidence (subject to accuracy degradation of Selective Availability). The GPS receiver must be capable of capturing raw observables for differential post processing to achieve 2-D accuracy of 2.5 meter or better with 95% confidence.	Y			E		The CTM-200 has 2-D non-differential position accuracy of the GPS receiver is 5 minutes or better with 95% confidence (subject to accuracy degradation of Selective Availability). The system shall use true GPS signals for position. It is also capable of capturing raw observables for differential posting to achieve 2-D accuracy of 5m or better with 95% confidence
C-7.2.8	In situations where communication is lost or interrupted, the collected data shall be stored and transmitted immediately once communication has been re-established by entering an area with cell coverage.	Y			E		When leaving cellular range, the CTM-200 will store all data collected by the modem (a minimum of 30 days of data collected in 15 second intervals), and then upon re-entering cellular range, will upload all data collected to Connect Anywhere in less than 15 seconds.

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C-7.2.9	Conformance with RFP 2016-056 Requirements Hardware must be able to operate effectively in vehicles having operating temperatures from -30°C to +70°C with humidity of 95%.	Y			E			Normal operation for the CTM-200 modem is within temperature ranges from +65°C to -30°C with humidity of 95%.
C-7.2.10	Hardware's standard output must include status of vehicle, UTC time (coordinated universal time), northing & easting, elevation, ellipsoidal height, ground speed, and heading.	Y			E			Using Connect Anywhere, user can view an asset's GPS location, status (ignition on/off), coordinates, altitude, ellipsoidal height, ground speed, and heading. When a vehicle's ignition is on, a green hue appears behind the vehicle on the map view so users can easily identify which vehicles are on or off. The vehicle icon will also point in the direction of a vehicle's heading so users can see in which direction the vehicle is moving. Connect Anywhere can process its data in real time and will report based on UTC time and will automatically adjust for daylight savings.
C-7.2.11	A windshield mountable GPS and communications antenna is preferred; magnetic/roof-mounted antennas must be approved. All antennas and cables must be suitable and provided for simple and permanent vehicle mounting without affecting other vehicle components or operating systems.	Y			E			The SkyHawk preferred external AVL antenna is a dual mode (cellular & GPS) glass mount that mitigates the need of installing on the exterior of the vehicle. This antenna is a low profile and easy to install, and will not affect other vehicle components or operating systems.
C-7.2.12	Hardware must: <ul style="list-style-type: none"> • Be powered by the vehicle's electrical system (which will start collecting data at power up) • Be designed to withstand typical power surges that may occur within a vehicle's electrical system • Operate on 6 to 36 volts with no voltage regulator or converter added to the power line 	Y			E			The CTM-200 is powered by the vehicle's electrical system, will collect data at vehicle ignition, is designed to withstand typical power surges, and will operate on 6 to 36 volts with no voltage regulator or converter added to the power line

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C-7.2.13	<p>The AVL/GPS system must be designed to accept Compu-Spread error messaging and send alerts of these messages via SMS or e-mail. All tampered units shall alert as being offline. The solution shall support real-time status updates (e.g. moving, parked, turn-based, etc.) and harsh maneuver events.</p>			E	E				<p>The system is designed to accept Compu-Spread error messaging and send alerts of these messages via SMS or e-mail. ConnectAnywhere also has an integrated Watch Dog feature which can provide alerts when units do not report as anticipated to detect tampering and non-functioning units. Each vehicle is displayed in real-time using a unique vehicle icon and name. Icon direction indicates vehicle heading, green dot on icon shows ignition on/off, purple dot on icon indicates inputs engaged (system allows monitoring of a variety of inputs including lights, plow blade up/down, etc.). Additionally by hovering the mouse over an icon the following information will be displayed: Asset Name, Message Type, Date/Time (last message), Speed, Heading, Input Name and Input Status.</p>
C-7.2.14	<p>Hardware must be remotely reconfigurable (meaning wirelessly from one central location) for:</p> <ul style="list-style-type: none"> • Distance and/or timed reporting intervals • Destinations for data communications • Event reporting conditions for things such as ignition on/off, I/O state changes, harsh events, and speed, etc. • Sensor status changes and expansion of devices 			E	E				<p>The CTM-200 hardware is modular and upgradeable so that it does not need to be replaced in its entirety to increase memory capacity, upgrade processing performance, to reconfigure the components for future use in vehicle, the destination for data communications, reporting intervals, event reporting conditions, and sensor status changes.</p>
C-7.2.15	<p>The AVL/GPS system shall provide "all in one" real time GPS data exchange, vehicle tracking and communications system with multi-switching</p>	Y			E				<p>The SkyHawk Solution provides "all in one" real time GPS data exchange and historical data analysis, possessing all of</p>

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Section	Conformance with RFP 2016-056 Requirements input/output capabilities, in order to provide the following real-time as well as recorded historical information for: <ul style="list-style-type: none"> • Vehicle number • Vehicle speed, direction and location (GPS technology) • Engine on/off (start time/finish time) • Idling versus running time comparisons • Time/distance by each monitored sensor (activity) • Road/Air temperature sensor data • Snow Plow attachments up/down • Spreader units on/off • Material being applied 	Compliance ¹			Existing Functionality ²			Vendor Comments
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C-7.2.16	AVL Control Unit (with on-board systems integration functionality): Hardware must have at a minimum one (1) Ethernet ports, two (2) USB ports, two (2) serial ports one port being a standard DB-9 and an option 3 Pin Serial port if required, six (6) input connection points, and four (4) output connection points.	Y			E			The CTM-200 modem has 2 separate Ethernet ports, 1 USB port, 2 serial ports with one 1 port being a standard DB-9 and an option 3 pin serial port, 1 dedicated CAN-BUS ECM port, 1 dedicated Driver-ID port, 6 inputs connections points and 4 out-put connection ports.
C-7.2.17	Firmware shall be remotely upgradeable via wireless interface from a central location requiring no intervention from the NHDOT other than having the AVL unit turned on.	Y			E			The CTM-200 modem is remotely upgradeable via wireless interface from a central location requiring no intervention from the NHDOT other than having the AVL unit turned on.
C-7.2.18	Shall be able to operate on CDMA/1XRTT, EVDO and GSM/GPRS, HSDPA/3G cell networks.			E	E			The SkyHawk System hardware operates on 4G-LTE and then can fall back on 3G/HPSA when leaving 4G range, and depending on network choice, can then fall to 2G/GSM/GPRS, CDMA/1XRTT, or EVDO if required.
C-7.2.19	GPS and telematic data shall be stored on-board the	Y			E			When leaving cellular range, the CTM-

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	AVL control unit when cellular signal is weak or lost and sent when the cellular connection is regained.							200 will store all data collected by the modem (a minimum of 30 days of data collected in 15 second intervals), and then upon re-entering cellular range, will upload all data collected to Connect Anywhere in less than 15 seconds.
C-7.2.20	The Vendor must provide a parts list for each piece of equipment supplied.	Y			E			Please see Pricing Proposal for SkyHawk Parts List
C-7.2.21	The parts list shall identify the manufacturer(s), model/part number, address and contact information.	Y			E			Please see Pricing Proposal for SkyHawk Parts List
C-7.2.22	The solution and AVL equipment must be compatible with the Fleet Vehicle types listed in C-8.	Y			E			The solution and AVL equipment are compatible with the Fleet Vehicle types listed in C-8.
C-7.2.23	All units to be supplier's current model, new unused, available at request for proposal call and supplied with all standard equipment plus all equipment specified herein.	Y			E			SkyHawk agrees to these terms.
C-7.3 Live Data Requirements								
C-7.3.1	The software system must be capable of showing vehicles in motion leaving tracks or "breadcrumb" as it travels with arrow indicators for direction and showing all operations (GPS & Telematic data) as they occur. Users shall be able to view the above mentioned data for their entire fleet or select a specific vehicle(s) for a login session using a Filter Tool.	Y			E			Connect Anywhere users can select to view breadcrumbs (arrows), lines or both with regard to a live or historical path taken by a vehicle. Each breadcrumb arrow is rotated to indicate vehicle heading at that time. Note that breadcrumb trails can be turned on in two different ways: 1) Number of points. This will give a defined number of points behind its current position. 2) From Time. This will start the trail from a given time and plot puts up to the current position.

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C-7.3.2	The system must have the ability to indicate when the vehicle is not in motion for a configurable length of time.	Y			E			Vehicle icons will orient themselves based on the heading of the vehicle to accurately represent the direction of travel of the vehicle on the map. Users are able to view the data for the entire fleet or select to view the data for selected assets(s) only. The SkyHawk system is able to indicate when a vehicle is idling and configure the length of time for when a vehicle is considered to be idle, and when alerts are to be sent.
C-7.3.3	System shall have real time exception reporting capabilities to immediately send exception parameters (such as speeding, idle, spreader feedback error, etc.) when triggered to an email, cell phone, and pager.	Y			E			The solution will notify the driver, as well send alerts via email and/SMS to the system contacts in the event of driver speeding, asset idling, spreader feedback error, etc.
C-7.3.4	The system must allow searches for assets or tables by identification code, identification number, asset type, name and one or more of any combination fields used to identify vehicles, work orders and equipment.	Y			E			The system provides a feature rich search tools to allow customized searches.
C-7.3.5	The system must provide the ability to locate vehicle(s) based on street address, intersection and points of interest (landmarks).	Y			E			Vehicles can be located based on ID / GPS Position / Civic Address / Geofence
C-7.3.6	Must be compatible with Microsoft Internet Explorer (Corporate Standard) web browser and capable of supporting mobile browsers and devices such as Internet Explorer, Chrome (Android) and Safari (Apple iOS).	Y			E			The system is compatible with Microsoft Internet Explorer (Corporate Standard) web browser and capable of supporting mobile browsers and devices such as Internet Explorer, Chrome (Android) and Safari (Apple iOS).
C-7.3.7	Users must be able to launch multiple browsers to display various versions or views of maps	Y			E			A user is able to open multiple windows and browsers simultaneously to display

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C-7.4 Telematics Requirements								
C-7.4.1	Each data packet (report) from the AVL unit shall at a minimum contain all GPS data and telematic data captured from the vehicle.	Y			E			Each data packet from the AVL unit shall at a minimum contain all GPS data and telematic data captured from the vehicle.
C-7.4.2	The equipment must be able to send the collected data automatically to a data warehouse system hosted by the Successful bidder.	Y			E			Data is automatically sent and stored in a cloud based data center located in the USA. Data does not travel nor is stored outside of the USA.
C-7.4.3	Where multiple equipment and/or wireless data networks are available, the vendor shall choose the equipment and/or network that will supply the highest reporting interval between transmissions sent from the on-board equipment to the database system at equal costs to the NHDOT	Y			E			SkyHawk Telematics, in partnership with US Cellular has chosen the appropriate network that will supply the highest reporting interval between transmissions sent from the on-board equipment to the database system at equal costs to the NHDOT
C-7.4.4	Additional discrete sensor integrations shall include, but not be limited to: <ul style="list-style-type: none"> • Plow Up/Down • Spreader On/Off • Gate opening height 	Y			E			The SkyHawk system works with a wide range of sensors which can be used for plow/up down, spreader on/off and gate opening height with the use of hydraulic and/or proximity sensors.
C-7.4.5	In addition to the list of existing salt spreader control systems listed in item (CS 440/550, Schmidt-Stratos), the system shall also be able to integrate to other salt spread control systems such as: <ul style="list-style-type: none"> • Component Tech (GL-400, ACS) • Accucast • ACE • Dickey John • Cirrus 	Y			E			Currently SkyHawk works with a wide range of spreader controller systems, including those listed in C-7.4.5 and many others. Depending on the spreader type, information may vary in terms of all the values that are recorded, but all will ensure accurate measurement and reporting on material usage by time and location.

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	<ul style="list-style-type: none"> Force America For all salt spreader controllers, the data should be collected, stored and reported whenever a change to any of the following fields occurs: solid material type (e.g. salt/sand), solid material spread rate, solid material spread width, gate setting, blast on/off, pause on/off, liquid material spread rate, temperature, pre-wet on/off, and error status - depending on the availability for the particular spreader controller. 							
C-7.5 Vehicle Data Requirements								
C-7.5.1	The information from the equipment to the database shall include the following real time as well as recorded historical information, <ul style="list-style-type: none"> Vehicle speed, direction and location, Engine on or off, Engine idling vs. running time comparisons, Time and distance by each monitored sensor, Stop time data. 	Y			E			Speed, location, altitude, engine status, idle status, engine hours and odometer are all parameters that can be collected. Other parameters include input status and available ECM parameters.
C-7.5.2	The salt spreader information shall include: Material being used, Dry material application rate, Wet material application rate, the equivalent of a pause status (if available), event type (over speed, exceptions), error event status (if available). The system will provide real time spread rates and other information based on information received from the vehicle's spreader control system. The unit shall interface to sensors on the spreader units to determine the status of material spreading.	Y			E			Depending on the controller that is being used ConnectAnywhere will read and store all available from the controller. The modem is connected directly to the spreader controller without the need for any 3rd party translators.
C-7.5.3	Vendor must be able to provide data from all salt spreader controllers into one report. Users shall be able to select all, multiple, or individual vehicles and date(s) and timeframe for each report. Report shall	Y			E			Several windows operations reports are provided. Individual vehicle reports give a detailed analysis on particular vehicles while summary reports give

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	output at a minimum vehicle ID, date/time, vehicle spreading time/distance, deadheading time/distance, vehicle total travel time/distance, dry material usage, liquid material usage, avg. application rate.							reports over the entire fleet of total material used, cost and time/distances. All reports can be configured for a set of vehicles and can be over a configurable time period.
C-7.5.4	The vendor shall provide, install and maintain sensors (i.e. Plow up/down) in good working order to monitor the status.	Y			E			Plow sensors shall be provided and tested to ensure working order.
C-7.5.5	The AVL unit must be able to communicate with equipment sensors installed on the vehicle to report their present status and changes to their status in real-time. The sensors, such as proximity switches, infrared, magnetic read switches, micro limit switches or equivalent must be able to communicate their status to the equipment with necessary cabling connected to onboard equipment when required.	Y			E			The modem can interface with a number of different inputs and sensors. This includes such things as lights, proximity switches. These inputs are monitored in real time and any change in their state will trigger an immediate message.
C-7.6 Mapping Requirements								
C-7.6.1	The mapping display shall be Open GIS based and be able to integrate with any static internal GIS databases, external dynamic GIS databases, or third party GIS data sources.	Y			E			The mapping display currently used is Google Maps which allows for integration with external GIS database sources.
C-7.6.2	The system must be able to incorporate the NHDOT's GIS data as the mapping interface as well as to be the primary source for geospatial reporting tools.	Y					D	SkyHawk will work with the NHDOT's GIS team to incorporate their GIS data.
C-7.6.3	State (if any) the specific requirements and/or modifications to the NHDOT GIS data that needs to be done for the implementation. This can include, but is not limited to: <ul style="list-style-type: none"> • Map layers needed for display (e.g. roads, parks, watercourses); • Additional required fields in the GIS attribute table 	Y					D	Data needs to be externally available so the ConnectAnywhere platform can consume it. ConnectAnywhere will work with the GIS team to determine any modifications that may be required.

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		Y	N	E	E	M	
C-7.6.4	User shall be able to toggle back and forth between mapping interface and other features without having to close screens.			E			ConnectAnywhere maintains a primary map display with other features as overlays or pop up windows as required. At no point will the user be left without a map display.
C-7.6.5	The system must have the capability to create, edit, and delete Landmarks/geofences and be displayed on the map. In addition the Landmarks shall be identified in the reports.	Y			E		Geofences can be created by the users. Geofences can be either hand drawn (polygon shapes) or imported from a set of Latitude/Longitude points.
C-7.6.6	The system must present the option to view Google Maps, NHDOT provided maps, and third party published mapping (such as weather radar). The system must allow the user to toggle between each of these maps without closing any other functionality in the system.	Y			E		ConnectAnywhere uses Google Maps as the base map layer. Other data such as weather, radar, 511 data, etc can be layered on top. Layers can easily be turned on/off as required.
C-7.7 Online Software							
C-7.7.1	Unlimited number of user accounts and contacts (i.e. no "seat license").	Y			E		There is no seat license or limit to the number of accounts that can be created within the SkyHawk System.
C-7.7.2	Daily data backups.	Y			E		Backups are automatically generated every day.
C-7.7.3	Must use SSL (Secure Socket Layer) internet security.			E			The SkyHawk system supports HTTPS, SSL (Secure Sockets Layer) and TCP/IP for all user interfaces.
C-7.7.4	Not limited to a specific browser or version (Google Chrome, Internet Explorer, Safari, Firefox, etc.).	Y			E		ConnectAnywhere is not limited to a specific browser or version.
C-7.7.5	Must give end user full administration right for: <ul style="list-style-type: none"> Adding/editing user accounts and asset contacts Easily managing account privileges and profiles across all user groups 			E			Connect Anywhere provides dynamic role based security access for all account level access. Each feature of the system can be individually selected and

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	<ul style="list-style-type: none"> Input/output configuration and labeling Hardware setup and management for AVL Complete asset management including renaming, hardware and contact assignments. 						added/removed from a single account permissions list or to an account template for a group of users. All system features and permissions can be managed by the client system administrator. Connect Anywhere gives end users full administration rights for: <ul style="list-style-type: none"> Adding/editing user accounts and passwords Easily managing account privileges and profiles across all user groups Input/output configuration and labeling Hardware setup and management for AVL Complete asset management including renaming, hardware and contact assignments.
C-7.7.6	Data must be stored on servers within the country of tracking. No data may be stored on servers outside of the country.			E			All data is stored inside the USA. At no point does data travel outside of the USA. In addition the web portal also resides inside the USA.
C-7.7.7	Ability to create and manage public and private geofences.	Y					Geofences can be marked as public (i.e. all authenticated users can view them) or marked as private where only the creator can view them. These private geofences also have a private email contact list as well to limit email notification of enter/exit to a select list of people.
C-7.7.8	Data access anytime and XML data feeds.	Y				E	Data can be accessed at any time and can be exported to XML, .PDF, .XLS (and .XLSX), .DOC (and .DOCX), .CSV and

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C-7.7.9	Support multilevel passwords and password validation enforcement (example, must contain characters and letters).			E					<p>TEXT.</p> <p>Data can also be streamed real-time via XML to third party applications as required.</p> <p>ConnectAnywhere provides password validation. Rules can be defined by the client, during setup, in terms of length and character requirement.</p>
C-7.7.10	Capability of monitoring must be up to 100 vehicles and serving 40 concurrent users without significant performance degradation.	Y			E				<p>ConnectAnywhere is fully capable of monitoring 100 vehicles and serving 40 concurrent users without significant performance degradation.</p>
C-7.7.11	End-user system access 24/7 (24 hours 7 days a week) via any web browser connected to the Internet	Y			E				<p>ConnectAnywhere is able to be accessed 24/7 (24 hours 7 days a week) via any web browser connected to the Internet</p>
C-7.7.12	Graphics software which will display tracings of the vehicle movements in real-time on a computerized road map; this map shall accurately represent the department's base map and any other significant geographical features; the map shall include highway identifiers including other linking roads. Vehicle icons will rotate to display proper movements and direction of travel.	Y			E				<p>Connect Anywhere users can select to view breadcrumbs (arrows), lines or both with regard to a live or historical path taken by a vehicle. Each breadcrumb arrow is rotated to indicate vehicle heading at that time. Note that breadcrumb trails can be turned on in two different ways:</p> <ol style="list-style-type: none"> 1) Number of points. This will give a defined number of points behind its current position. 2) From Time. This will start the trail from a given time and plot puts up to the current position. <p>Vehicle icons will orient themselves based on the heading of the vehicle to accurately represent the direction of travel of the vehicle on the map.</p>

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C-7.7.13	Administration control at the customer level for usernames, passwords, user groups, logins and icons.	Y			E			All vehicle paths are displayed on Google Maps by default but access to other map data is supported via ESRU/GIS link Connect Anywhere provides dynamic role based security access for all account level access. Each feature of the system can be individually selected and added/removed from a single account permissions list or to an account template for a group of users. All system features and permissions can be managed by the client system administrator. Data is fully backed up every week with daily incremental stored for 14 days.
C-7.7.14	Data storage, backup and archiving on a regular interval to ensure all available data can be retrieved, reviewed and audited as needed; the storage and backup functions shall be provided by the service provider or its designate; the department shall receive archived copies of the database files on a medium and time interval agreeable to the department.	Y			E			SkyHawk will provide archived copies of the data on a medium and time frame to the department as required.
C-7.7.15	Users shall be able to view the position of their fleet vehicles at any point of time via a standard web-browser (e.g. Microsoft Internet Explorer) or other standard method on their device (i.e. PC, Laptop, tablet). The primary displays should be a map view of vehicles in service. The screen should indicate the status of vehicle on last report.	Y			E			ConnectAnywhere allows users to view the position of their fleet vehicles at any point of time via any device that uses a standard web browser. The primary display screen is a map view of the vehicles in service. By hovering the mouse over an icon, the following information will be displayed from the latest update: Asset Name, Message Type, Date/Time (last message), Speed, Heading, Input Name and Input Status. Connect Anywhere uses point and click
C-7.7.16	The mapped display will utilize point and click	Y			E			

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		Y	N	E	E	M	D	
C-7.7.17	<p>Real time map view: Vehicle location mapping functions shall include:</p> <ul style="list-style-type: none"> • Zoom in and out • Pan • Center • Auto-centering • Street-level detail • Both map and satellite views 	Y			E			features and vehicle positions and statuses update automatically without the screen needing to be refreshed by the user. The map can automatically auto-center on vehicles or groups of vehicles by selecting them. Google Maps also provides the ability to zoom in/out on particular vehicles manually. The Google Map view on Connect Anywhere provides street level detail, map and satellite views.
C-7.7.18	Users will be able to launch multiple browsers to display various versions or views of maps simultaneously. User should be able to toggle back and forth between mapping interface and other features without having to close screens.	Y			E			All reports are established in their own new window giving the end user the ability to close/minimize the window to immediately get back to the real-time tracking map window. Multiple windows can be opened at the same time to quickly switch back and forth between views. Reports and Maps can open in their own windows to allow ease of use for multiple browsers and/or monitors.
C-7.7.19	Users will be able to search map by street, intersection, address and places of interest. The solution shall provide landmark reporting by vehicle and landmark.	Y			E			A geo-coding tool is provided for users to search via any address Reports are provided to indicate time inside landmark areas.
C-7.7.20	The user shall have the ability to define unlimited unique polygon geographical jurisdiction landmarks. The solution must be capable of differentiating between driving through a landmark and stopping inside a landmark.	Y			E			Land marks can be created in any shape and can be either drawn by the user or imported using a set of latitude/longitude points. Reports are provided to indicate time inside landmark areas, as well as the seed of the vehicle while inside the landmark.

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		Y	N	E	E	M	D	
C-7.7.2.1	Historical data shall be accessible for playback on a map screen and download.	Y			E			Travel history of a vehicle can be viewed via a breadcrumb style trail on the map via a variety of managerial reports or via the historical "Replay" feature which displays an animated playback of the vehicles position over a user-defined time period. All reports are downloadable.
C-7.7.2.2	The user interface will only present those vehicles about which the user has authorization to know the location and status information. Multiple authorized end-users should be able to access the information simultaneously from multiple locations.	Y			E			System Administrators can dictate what assets each user, or group of users will have access to view data from. Multiple authorized end-users are able to access the information simultaneously from multiple locations.
C-7.7.2.3	Each vehicle on the map shall have a unique identifier. Only the system administrator (or account with designated permissions) may change this unique identifier.	Y			E			Every vehicle in Connect Anywhere has a unique identifier which can be changed by the administrator.
C-7.7.2.4	The functionality available on the user interface should be customizable. Privileges shall be based on assigned username and password.	Y			E			Connect Anywhere provides dynamic role based security access for all account level access. Each feature of the system can be individually selected and added/removed from a single account permissions list or to an account template for a group of users. System access can be configured based on job duties or roles. All authorized end users are able to access Connect Anywhere and its information simultaneously from any device with a web browser.
C-7.7.2.5	The mapping display will be Google Maps API (or equivalent) mapping format. There shall be no CD's or software to load for this access.	Y			E			Connect Anywhere utilizes Google Maps API for Business as its core mapping engine and display and has the ability to

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		Y	N	E	E	M	
C-7.7.26	The system must support multiple authorizations simultaneously from multiple locations.	Y			E		show all data associated with Google maps. Connect Anywhere also integrates Road Weather Information System (RWIS) data and Environment Canada weather data without the need of software installation. ConnectAnywhere does not utilize CD or software downloads or installation to run its application.
C-7.7.27	User privileges shall be based on assigned username and password. System shall allow modification of the number of vehicles to be monitored, sensors to be monitored and monitor characteristics. User access levels shall be configurable for type of user (i.e. administrator, management, customer service/dispatch).	Y			E		ConnectAnywhere provides dynamic role based security access for all account level access. Each feature of the system can be individually selected and added/removed from a single account permissions list or to an account template for a group of users. System access can be configured based on job duties or roles. All authorized end users are able to access Connect Anywhere and its information simultaneously from any device with a web browser.
C-7.7.28	Users shall be able to view the position of their fleet vehicles at any point of time via a standard web browser desktop computer. The primary display shall be a map view of fleet vehicles and indicate the status of vehicles on when it last reported.	Y			E		ConnectAnywhere allows users to view the position of their fleet vehicles at any point of time via any device that uses a standard web browser. The primary display screen is a map view of the vehicles in service. By hovering the mouse over an icon, the following information will be displayed from the latest update: Asset Name, Message

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		Y	N	E	Y	E	M	D	
C-7.7.29	The System shall have the capability to enter an address or select a landmark to display at a minimum the 5 closest vehicles to that location including vehicle ID & distance to the specified location.	Y					M		The user can enter an address and the map will zoom to that location and the closest vehicles will be displayed. Currently distance is not provided.
C-7.7.30	The map display shall be such that vehicle position and status automatically update on screen without any input from the end-user, additionally, end-users shall be able to view the status of monitored on-board vehicle equipment with each fix or report.	Y				E			Vehicle positions and statuses update automatically without the screen needing to be refreshed by the user. Additionally by hovering the mouse over an icon the following information will be displayed: Asset Name, Message Type, Date/Time (Last message), Speed, Heading, Input Name and Input Status.
C-7.7.31	The system must have an easy 'intuitive' navigation sequence (i.e. navigator bar and/or tabs for easy access to various functional screens). Tools shall include but not be limited to: <ul style="list-style-type: none"> • Map navigational tools (zoom in/out, center, pan, etc.); • Breadcrumbs; • Filter Tool; • Historical Data; and • Reports • Geo-fence • Hover over vehicle and display information 	Y				E			ConnectAnywhere contains easy to navigate toolbars to access all of ConnectAnywhere's features. The map can automatically auto-center on vehicles or groups of vehicles by selecting them. Google Maps also provides the ability to zoom in/out on particular vehicles manually. Travel history of a vehicle can be viewed via a breadcrumb style trail on the map via a variety of managerial reports or via the historical "Replay" feature which displays an animated playback of the vehicles position over a user-defined time period. Users are able to view the data for the entire fleet or select to view the data for selected assets(s) only. Travel history of a vehicle can be viewed

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		Y	N	E	E	M		D
C-7.7.32	User interface shall utilize point and click features as much as possible to increase ease of use and limit input user error	Y						via a breadcrumb style trail on the map via a variety of managerial reports or via the historical "Replay" feature which displays an animated playback of the vehicles position over a user-defined time period. ConnectAnywhere has a wide variety of reports available to the user. Please see Appendix A: Reports for more information. Geofences can be created in any shape and can be either drawn by the user or imported using a set of latitude/longitude points. Hovering the mouse over an icon the following information will be displayed: Asset Name, Message Type, Date/Time (last message), Speed, Heading, Input Name and Input Status. ConnectAnywhere uses point and click features to create the best and easiest experience for our users.
C-7.7.33	User shall have options to select from different map views of the map in order to accommodate varying business requirements, desktop equipment performance and Internet connectivity	Y						Using the Google Maps features, or the various GIS layers provided by the user, users have options to select from different map views.
C-7.7.34	Upon vehicle ignition, the vehicle will automatically report to the system. No operator interface will be necessary to begin transmitting position and sensor data. All information on vehicle status shall be stored and accessible on through an online database	Y						When a vehicle is turned on, the modem sends an ignition on message to Connect Anywhere and the vehicle automatically begins reporting. The display of the vehicle on the map will indicate its ignition status to quickly visually identify vehicles that are currently

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		Y	N	E	E	M	D	
C-7.8 Installation, Training and User Support Requirements								
C-7.8.1	Software user's guides must be accessible through the secured AVL Software for step by step training sessions.	Y		E	E			ConnectAnywhere has step by step manuals with screenshots to introduce the user to the various features available.
C-7.8.2	A hard copy of the user's guide must be provided at the award of the contract.	Y		E	E			A hard copy of the user's guide will be provided at the award of the contract.
C-7.8.3	An on-site contact person to oversee installs, training sessions, and a contact for any issues and or concerns. This person must be locally established and residing in the main install areas and shall remain with the test and installation period.	Y		E	E			Aaron Harman with US Cellular locally established and residing in New Hampshire and will remain with the test and installation period.
C-7.8.4	Modules and assemblies shall be connected using standardized durable, positive-locking, quick connectors. Weatherproof connectors shall be supplied for all connections exposed to the exterior or wet exposed areas.	Y		E	E			All connectors are weatherproof, durable, quick connectors
C-7.8.5	It shall be the responsibility of the vendor to properly locate and install all AVL system (software and hardware) vehicle equipment that forms a complete and fully working and compliant system. All equipment shall be installed in a manner that allows for simple replacement in the event of failure. All installations shall be done by trained technicians fully qualified to install and test the components offered in compliance with NHDOT standards and practices	Y		E	E			All equipment for the installation of the SkyHawk solution shall be supplied by SkyHawk. All equipment will be installed in a manner that allows for simple replacement in the event of failure and all installations shall be done by licensed and trained technicians.
C-7.8.6	Equipment shall allow for easy installation in vehicles without major disassembly of the vehicle. The modem will be installed in mutually an agreeable location in the passenger compartment.	Y		E	E			Disassembly of the vehicle is not required to install the SkyHawk system and power to the units is provided by a 12-volt source, connecting to only 3

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C-7.8.7	Must come with a ruggedized bracket for easy mounting and un-mounting of modem from the vehicle for the purpose of servicing or repair.	Y			E			wires: Power, Ground, and Ignition. Any ODBII connections confirmation to the manufacturer data specifications. The CTM-200 modem is mounted on the bracket system inside an environmental protective case. The enclosure is transparent so you can easily see the LED light indicators on the modem to ensure proper working order of the device. The case is sealed using security strips allowing the client to identify tampering or vandalism.
C-7.8.8	Must be mounted in vehicle inside a protective case which can easily display led light indications off the modem to ensure proper functionality.	Y			E			The CTM-200 modem is mounted on the bracket system inside an environmental protective case. The enclosure is transparent so you can easily see the LED light indicators on the modem to ensure proper working order of the device. The case is sealed using security strips allowing the client to identify tampering or vandalism.
C-7.8.9	Secure mounting of the unit inside the vehicle's cab is required with an environmental tamper-proof casing system.	Y			E			The CTM-200 modem is mounted on the bracket system inside an environmental protective case. The enclosure is transparent so you can easily see the LED light indicators on the modem to ensure proper working order of the device. The case is sealed using security strips allowing the client to identify tampering or vandalism.
C-7.8.10	In-vehicle system components shall be similar in mounting characteristics and inter-unit cabling across the entire fleet, so that a specific piece of equipment	Y			E			All modems, antennas, cables, etc. will be common across the entire fleet allowing for an exchanging of parts

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C-7.B.11	Conformance with RFP 2016-056 Requirements will be installed with minimal modification in any of the vehicles for which it might be used. All devices shall contain an easily accessible circuit breaker that will remove power from the equipment when tripped.	Y			E			between vehicles. All power connections to the CTM-200 are fuses using Add-A-Circuits that will remove power when tripped and the modem contains an easy to access circuit breaker internally as well. All electrical equipment is grounded. Wires are not spliced when the system is installed. All wiring required is insulated to protect integrity.
C-7.B.12	All electrical equipment shall be grounded.	Y			E			Wires are not spliced when the system is installed.
C-7.B.13	Wire splices are not permitted.	Y			E			Wires are not spliced when the system is installed.
C-7.B.14	Where wires pass through openings, appropriate protection shall be provided to protect the integrity of the wiring insulation.	Y			E			All wiring required is insulated to protect integrity.
C-7.B.15	All terminations and cables shall be clearly indexed, labeled and schematically identifiable.	Y			E			All terminations and cables are clearly indexed, labelled and schematically identifiable.
C-7.B.16	When components are connected to each other through individual wires, the wiring shall be incorporated into a wiring "harness," where each branch of each circuit shall be separated from others for troubleshooting.	Y			E			All wiring into the CTM-200 has individual harnesses for Power, Inputs, Outputs, and other devices so they can easily separate from others for troubleshooting.
C-7.B.17	Protection shall be provided against two way radio frequency and electromagnetic interference (RFI/EMI) emission sources, as well as internal conductive or inductive emissions.	Y			E			The CTM-200 provides protection against two-way radio frequency and electromagnetic interference (RFI/EMI) emission sources, as well as internal conductive or inductive emissions. The modem has gone through PTCRB certification covering emissions between 30MHz and 4GHz. PTCRB approval number is 29308.
C-7.B.18	Where electronic equipment is not already equipped, the vendor shall be responsible for securing Underwriters Laboratories, and other electrical	Y			E			All equipment that is being installed will have a CSA and other electrical certifications and will pass all inspection

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		Y	N	E	E	M	
C-7.8.19	Operation of equipment shall not affect or be affected by vehicle components, such as engine ignition, or other on-board equipment including computers, vehicle power supplies, radios, automatic vehicle identification systems, and on-board data collection and processing equipment.	Y			E		The SkyHawk system will not be affected, nor will it affect any vehicle component already installed.
C-7.8.20	Operation of equipment shall not be affected by the electromagnetic fields generated by utility transmission lines, by an overhead catenary at distances as close as eight meters, or by local power distribution lines at distances as close as 15 meters.	Y			E		Through testing with Hydro Electrical companies at their facilities, the CTM-200 shall not be affected by the electromagnetic fields generated by utility transmission lines, by an overhead catenary at distances as close as eight meters, or by local power distribution lines at distances as close as 15 meters SkyHawk agrees to these terms
C-7.8.21	All training on system functionality, training manuals, and installation of all hardware shall be available from the Vendor and shall be included in the proposal.	Y			E		Training sessions are available on-site and via webinar, and can accommodate 15 people. Training materials will be hard copy as well as available electronically. Please see Appendix B: Training for more information.
C-7.8.22	Training programs must be available with on-site and remote (webinar) sessions. Training sessions shall accommodate up to 15 people per session. Training materials shall be given as hard copy and available electronically.	Y			E		ConnectAnywhere has step by step manuals with screenshots to introduce the user to the various features available.
C-7.8.23	The vendor must have a web portal where all training manuals, videos, and information on product is maintained in an easy, self-serve manner for end users.	Y			E		
C-7.9 Vendor Support and Warranties							
C-7.9.1	The vendor shall warrant the supplied equipment, components and software from manufacturing and	Y			E		SkyHawk agrees to these terms. Please see Appendix D: Warranty a

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C-7.9.2	<p>Conformance with RFP 2016-056 Requirements</p> <p>installation defects for 1 year. The vendor must provide make a program available whereby the monthly fee covers the warranty of the AVL unit, replacement AVL units, and guarantees protection against any hardware technology obsolescence preventing the AVL unit to operate within the contract term, i.e. 4 years.</p> <p>All warranties and guarantees of vendors, manufacturers and suppliers with respect to any such work and system hardware shall be obtained by the vendor for the benefit of the NHDOT regardless of whether or not such warranties and guarantees have been assigned or transferred to the NHDOT by separate agreement. The vendor shall fully enforce such warranties and guarantees on behalf of NHDOT.</p>	Y		E					sample warranty offering.
C-7.9.3	<p>Provide program options, costs and system details to deactivate and activate data reporting features for seasonal equipment.</p>	Y		E					A unit can be suspended seasonally on a suspension plan and then be reactivated on its previous monthly plan with no reactivation cost, if the client wishes
C-7.9.4	<p>Any vendor and mapping updates shall be provided at no additional costs to the NHDOT for 4-year period. Required software or hardware updates shall be coordinated with the NHDOT to ensure minimal loss of service of the system.</p>	Y		E					SkyHawk does not charge our clients for updates to our SaaS system. Our clients will be notified of any loss of service due to updates before such an event takes place.
C-7.9.5	<p>Vendor shall detail the process on changes to system equipment and programs the NHDOT is required to use to add/delete/change system components. The vendor will provide a single point of contact for requesting changes and updates to the system provided.</p>	Y		E					The client has to alert the Project Manager of the change they wish to make to their equipment and programs via a change form. The Project Manager will enter a ticket into Jira requesting the changes be made where one of the system developers will respond appropriately to the ticket. The client will only have to submit requests through the Project Manager if the client

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C-7.9.6	AVL units must be covered by warranty for a minimum of one (1) year from the date of installation, during which period maintenance and support shall be provided. Optional extended warranties must be available.	Y			E			SkyHawk agrees to these terms wishes.
C-7.9.7	The Successful Bidder must have the necessary support organization to provide remote diagnostic support and dispatch field services personnel to assist the NHDOT and on-site maintenance and technical support.	Y			E			SkyHawk's support organization can provide remote diagnostic support and Atlantic Broom will be able to provide on-site support should it be required.
C-7.9.8	Service provided must be capable of providing on-site resources to oversee on-site equipment installations, training sessions and support for any reported issues.	Y			E			SkyHawk agrees to these terms.
C-7.9.9	Vendor shall detail the process on changes to system equipment and programs the Municipality is required to use to add/delete/change system components. The vendor will provide a single point of contact for requesting changes and updates to the system provided.	Y			E			The client can submit a request through the Project Manager, or directly to support@skyhawk.co . The change request is then filed into Jira and the client receives a ticket number to reference.
C-7.9.10	The solution vendor must offer a full ongoing maintenance plan and provide the costs for full-service technical support. This technical support shall include, but not be limited to: <ul style="list-style-type: none"> • Toll-free telephone support during all normal business hours. • On-site technical support when required • Product upgrades, new releases, patches, etc. when issued by the vendor. 	Y			E			Full service technical support is automatically provided to all clients of SkyHawk. SkyHawk's support line is 1-844-4-247-SKY and a SkyHawk support representative will answer the call during normal business hours. Should a client call after business hours, the call will be handled by our 24/7 call center Telelink On-site technical support will be provided by Atlantic Broom. Release notes are provided with every update to ConnectAnywhere. Should the client require training on the new

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		Y	N	E	E	M	D			
C-7.9.1.1	New releases and upgrades to the software shall be provided free of charge for a period of one-year from the date of system acceptance. The Vendor must provide a quotation for software upgrade costs for the four (4) years following expiration of the initial one-year period.	Y			E				features, they can request it through their Project Manager. All software upgrades are provided free of charge for all clients of ConnectAnywhere.	
C-7.10 Wireless Carrier										
C-7.10.1	This requirement has been removed									
C-7.10.2	Wireless carrier must provide disaster recovery plans.	Y			E				US Cellular will provide their disaster recovery plan upon award of contract.	
C-7.10.3	Provide 4G/LTE data availability maps demonstrating coverage throughout the state of New Hampshire.	Y			E				Please see Appendix F. Coverage Map	
C-7.10.4	Provide data service rate plan information for various MB/GB data packages.	Y			E				SkyHawk has priced the usage of their recommended plan in the Pricing Section. Further data packages are provided in SkyHawk Parts Listing found in the Pricing Section.	
C-7.11 Reporting Requirements										
C-7.11.1	AVL data shall be accessible on-line for a period of up to 2 years. Data beyond the 2-year period shall be reinstated online and available to the users upon request by the NHDOT. Data shall be archived indefinitely.	Y			E				All historical data will be kept for 2 years or the lifetime of the contract, whichever period of time is longer. "Live" system data is kept for a period of 2 year. After 2 year the vehicle data will get archived and can be accessed via a request to SkyHawk support. Archived data can be provided in a medium that is appropriate. (Note: there is no charge for the retrieval of archived historical data).	

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		Y	N	E	E	M	D		
C-7.1.1.2	The system shall provide easy to use reporting tools to provide outputs of all telematics data. Reports should have the option of exporting to Excel, CSV, PDF, HTML, XML and other formats.	Y			E				Data can be exported in all the required formats. Data can also be streamed real-time via XML to third party applications as required.
C-7.1.1.3	The system shall be able to generate summary reports based on data supplied and user's input.	Y			E				Please see Appendix A: Reports for samples of our summary reports.
C-7.1.1.4	Reports should be based on a single or group of vehicles, all vehicles and/or by driver.	Y			E				Reports can be based on a single or group of vehicles, all vehicles and/or by driver.
C-7.1.1.5	The system shall include a playback feature allowing users to review historical data for selected vehicle(s), date(s) and timeframe. This data shall be output in a spatial-map based and/or tabular report. When reviewing the data graphically, there must be a playback feature allowing the user to plot vehicle history on the map.	Y			E				Data can be accessed through our Playback feature for up to 1 year and show all the various movements and actions of a fleet of various vehicle types in real-time. Collection of data includes all GPS and telematics data being collected by the AVL unit. The data can be shown on a map view or by tabular report. The vehicle history is plotted on the map via a breadcrumb trail.
C-7.1.1.6	Playback history shall include the ability to leave tracks or "breadcrumbs" depicting progress and direction along a roadway. This function shall enable the user to view data that has been collected from the vehicle (GPS and telematic data).	Y			E				Connect Anywhere users can select to view breadcrumbs (arrows), lines or both with regard to a live or historical path taken by a vehicle. Each breadcrumb arrow is rotated to indicate vehicle heading at that time. Note that breadcrumb trails can be turned on in two different ways: 1) Number of points. This will give a defined number of points behind its current position. 2) From Time. This will start the trail from a given time and plot puts up to the current position.

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		Y	N	E	E	M	
C-7.11.7	<p>Users shall be able to generate 10 standard reports summarizing vehicle activity by selecting the vehicle(s), date, and timeframe. Information shall include but not be limited to:</p> <ul style="list-style-type: none"> • Start/Stop times • Idle times • Distance Traveled (miles) • Hours Traveled • Number of Stops • Material Use 	Y			E		Vehicle icons will orient themselves based on the heading of the vehicle to accurately represent the direction of travel of the vehicle on the map. ConnectAnywhere is able to generate reports for all of these requirements.
C-7.11.8	<p>In addition to standard reports, the system must be capable of generating exception reports for parameters such as</p> <ul style="list-style-type: none"> • Speed • Idle time • Zones 	Y			E		ConnectAnywhere is able to generate alert reports for speeding, idle, and geofence entrances/exits
C-7.11.9	Route Complete Reporting must be available within the system. This reporting shall provide outputs, both spatial and tabular, to indicate what percentage of roads within a route have been serviced. In addition, there must be parameters available to configure the number of passes and vehicles associated with each pass to consider any route complete. This report must have the capability to be output against any date and time parameter, which is defined by the user.		N			D	Route complete is under current development and should be available for the next winter season in 2016.
C-7.11.10	Provide hourly, daily, weekly, monthly, quarterly and annual reports on the running total of the amount of salt that has been spread in any geographical area season-to-date or between any given timeframe.	Y			E		Data fields for winter operations reports include vehicle number, date and time of operation, run time and distance, amount of material utilized and associated costs.

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-7.11.1.1	Provide hourly, daily, weekly, monthly, quarterly and annual reports on fleet vehicle utilization activity such as vehicle usage (unused), non-business hour's activity, Geo-Fence violations, idle time, travel time, distance traveled and out-for-servicing vehicle maintenance activity.	Y		E				and those reports can be organized in hourly, daily, weekly, monthly, quarterly and annual time periods. Data fields for vehicle utilization reports include time, travel distance, travel time, out-of-service maintenance activity, material usage and associated costs, and those reports can be organized in hourly, daily, weekly, monthly, quarterly and annual time periods.
C-7.11.1.2	The system must provide the ability to include general information into reports, such as the current date, time, requestor details, groupings, etc.....	Y		E				Our reports are able to include these details.
C-7.11.1.3	The system must provide a robust report writer to develop customized reports. Report writing shall be security enabled so that only users with the proper credentials can create reports.	Y				M		Reports can be configured to select from a list of vehicles, time frame. SkyHawk will also work with NHDOT to customize reports as required. The permission system allows administrators to configure which users can run which reports.
C-7.11.1.4	Must have the capability to create ad-hoc reports at the user level.	Y				M		ConnectAnywhere provides systems to allow for asset attributes that can be used to create reports. This can include such things as reports based on vehicle make/model/year.
C-7.11.1.5	The system must be able to generate customized reports that can be viewed on-screen before printing.	Y			E			All reports provide both a web view as well as an exported view.
C-7.11.1.6	The system must allow sorting and grouping of data on customized reports in user-specified orders.	Y			E			Data can be organized via client defined attributes. This can include such things as spreader controller, vehicle model, etc.
C-7.11.1.7	The system must allow for the creation of reports based		N				D	SkyHawk will work with NHDOT to

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Section	Conformance with RFP 2016-016 Requirements on any data tables or data element.	Compliance			Existing Functionality			Vendor Comments
		Y	N	E	E	M	D	
C-7.11.1.13	AVL type report examples: i.e. % Route coverage, Route completion, exceptions, Daily equipment status, Number of miles of winter road maintenance, stops, excess idling reports.	Y			E			provide the reports that are required. ConnectAnywhere provides a number of industry standard reports includes: <ul style="list-style-type: none"> • Trip Report • Inputs (blades, lights, etc.) • Geofence Report • Speeding • Harsh Events • Winter Operations <ul style="list-style-type: none"> o By Vehicle o By Time o By Geofence
C-7.11.1.19	Authorized users must be able to create and save their own reports.	Y			E			ConnectAnywhere provides a system where reports can be configured and saved and be automatically sent at a configured time. This can be daily to monthly.
C-7.11.1.20	The system must be capable of delivering operational and real-time reports alerts and notifications via email and SMS text messaging.	Y			E			ConnectAnywhere provides both email and SMS real time alerts. Users can subscribe to those messages they are interested in.
C-7.11.1.21	The system must provide HTML preview that allows report authors to preview reports prior to publishing/releasing to authorized users.	Y			E			ConnectAnywhere uses a third party SMS service that allows delivery to any mobile device on any network.
C-7.11.1.22	The system must allow for system generated reports to be copied over to user libraries where they can be modified without altering the original report.		N				D	The system provides HTML version of all reports. System generated reports can be downloaded and shared with users inside NHDOT. Currently ConnectAnywhere does not save reports online.
C-7.11.1.23	The system must be able to generate reports that can be	Y			E			Reports can be generated based on client

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Section	Conformance with RFP 2016-016 Requirements filtered by user selectable fields.	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-7.11.2.4	The system must include the ability to schedule and generate reports on an hourly, daily, weekly, monthly, quarterly and annual basis.	Y			E			Our report scheduler can generate reports on an hourly, daily, weekly, monthly, quarterly and annual basis.
C-7.12 Maintenance								
C-7.12.1	Solution vendor must provide a complete set of manuals in the form of both a hard copy and electronic must be supplied for the Operation, Diagnostics and Service & Repair for all aspects of the system.	Y				M		SkyHawk has this standard documentation available but modifications are required for each customer to tailor to the specific needs of the project.
C-7.12.2	The vendor's support documentation shall contain a complete data dictionary for all system tables and data fields' terminology.	Y				M		SkyHawk agrees to these terms.
C-7.13 Service Level Agreement								
C-7.13.1	AVL equipment installation, servicing and repairs must be performed on site.	Y			E			SkyHawk has support personnel in place to perform onsite as required.
C-7.13.2	For new installs after initial deployment, the vendor will install AVL equipment in vehicles within two weeks of a request being made and perform repairs within one week of a request.	Y			E			SkyHawk agrees to these terms.
C-7.13.3	The solution must supply 99.9% Service Level Availability.	Y			E			ConnectAnywhere has a 99.9% Service Level Availability.
C-7.13.4	The failure rate for the in-vehicle unit shall be less than 5% within one year's time after installation; it is acknowledged that any external accessories such as the plow sensors and cables may be subjected to a higher failure rates because of the working conditions.	Y			E			SkyHawk agrees to these terms.
C-7.13.5	The service provider shall respond to failures within one business day after notification and provide a resolution plan within three business days.	Y			E			SkyHawk agrees to these terms.

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²				Vendor Comments
		Y	N	E	E	M	D		
C-7.13.6	The service provider shall respond to any software issues within one business day upon notification and provide a resolution within three business days.	Y			E				SkyHawk agrees to these terms
C-7.13.7	The solution vendor must be capable of supporting the proposed solution 365 x 24 x 7.	Y			E				SkyHawk agrees to these terms
C-7.13.8	The solution vendor must be capable of executing data restoration and disaster recovery services 365 x 24 x 7.	Y			E				SkyHawk agrees to these terms
C-7.13.9	The system shall complete 100% of simple, single-screen online inquiry transaction within 1 second or less, during peak usage.	Y			E				SkyHawk agrees to these terms
C-8.1	End of Transition								
C-8.1.1	Vendor shall provide and End of Term Transition Plan within 30 days of notification which shall describe the approach the Vendor shall take to support the start-up of the new vendor operations by a Successor due to the end of the Contract term. The Vendor's plan shall include a timeline for supporting the start-up of such an effort, including transfer of data, the lead times required by the Vendor, the Vendor resources required, and any assumptions underlying the resource estimates.	Y			E				SkyHawk agrees to these terms
C-8.1.2	The plan shall demonstrate how the vendor shall ensure there are no disruptions to NHDOT operations or to the System at all times and at all locations during phase-out	Y			E				SkyHawk agrees to these terms
C-8.1.3	NHDOT may instruct the Vendor to modify the End of Term Transition Plan from time to time to ensure this provision for seamless operations is met.	Y			E				SkyHawk agrees to these terms
C-8.1.4	The Vendor shall provide sufficient System and operations experienced personnel during the entire transition period to ensure that the qualities of services are maintained at the levels required by the Contract.	Y			E				SkyHawk agrees to these terms

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PROJECT MANAGEMENT PLAN

Blue Ocean Satellite Systems Inc.'s Project Manager and the State Project manager shall finalize the Project Management Plan as described in RFP 2016-016 Section C-2.2.1 Project Management Plan within 30 days of the Notice to Proceed and further refine the tasks required to implement the Project. The elements of the preliminary Project Management Plan are documented to implement the Application Software, Hardware, Documentation, and Training. Continued development and management of the Project Management Plan is a joint effort on the part of Blue Ocean Satellite Systems Inc. and State Project Managers.

The preliminary Project Management Plan is set forth in this Exhibit.

In conjunction with Blue Ocean Satellite Systems Inc.'s Project Management methodology, which shall be used to manage the Project's life cycle, the Blue Ocean Satellite Systems Inc. team and the State shall finalize the Project Management Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Blue Ocean Satellite Systems Inc. team members), refine the Project's scope, and establish the Project's Schedule. The Plan is drafted in accordance with the RFP's Project Management Plan and shall utilize MS Word and MS Project to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Project Management Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Project Management Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

B. Logistics

- The Blue Ocean Satellite Systems Inc. Team shall honor all holidays observed by Blue Ocean Satellite Systems Inc. or the State, although with permission, may choose to work on holidays and weekends.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder shall be created within a Blue Ocean Satellite Systems Inc. FTP site to be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project

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Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Blue Ocean Satellite Systems Inc.'s Project Manager or his designee will establish and maintain this folder. The State Project Manager shall approve access for the State team. Final versions of all Documentation shall be loaded to the State System.

- Blue Ocean Satellite Systems Inc. assumes that an assistant Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Preliminary Project Schedule

The following Table provides the preliminary agreed upon Schedule for the Contract Deliverables based on NTP July 1, 2016. Blue Ocean Satellite Systems Inc. will submit a Project Schedule to the State within 30 days of NTP as described in the RFP 2016-016.

High Level Preliminary NH Project Schedule

Task Name	Finish
Notice To Proceed/Bonding	7/1/2016
Baseline Project Schedule Submitted	7/31/2016
Draft System Compliance Matrix	8/15/2016
Draft System Requirements Document (SRD)	8/30/2016
Preliminary Design Review Meeting	9/14/2016
System Compliance Matrix Approved	9/29/2016
Training Materials and Manuals Approved	10/19/2016
Training Complete	11/8/2016
Maintenance & Operations Plan	11/23/2016
Initial Acceptance Test Approved	11/28/2016
Final System Requirements Document (SRD)	12/23/2016
Commissioning Test Approved	12/23/2016
Operational Testing	After two winter weather events

E. Reporting

- Blue Ocean Satellite Systems Inc. shall conduct meetings as described in Exhibit E, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

F. User Training

- The Blue Ocean Satellite Systems Inc. Team shall lead the development of the end - user training plan.

G. Testing

- The State shall work with Blue Ocean Satellite Systems Inc. on performance testing as set forth in Appendix C, Section C-2.3.3 Testing.

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2. ROLES AND RESPONSIBILITIES

A. Blue Ocean Satellite Systems Inc. Team Roles and Responsibilities

1) Blue Ocean Satellite Systems Inc. Team Project Manager

The Blue Ocean Satellite Systems Inc. Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Blue Ocean Satellite Systems Inc. Implementation Team. The Blue Ocean Satellite Systems Inc. Team Project Manager will have the following responsibilities:

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

2) Blue Ocean Satellite Systems Inc. Team

The Blue Ocean Satellite Systems Inc. Team shall conduct analysis of requirements, validate the Blue Ocean Satellite Systems Inc. Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions and interfaces;
- Assist the State in the testing of extensions and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;

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- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;

Blue Ocean Satellite Systems Inc. Project Team			
Team Member	Project Position	Phone	Email
David Burry	Project Manager	(709)737-2583	Dburry@skyhawk.co
Aaron Harman	Local Project Manager	(603)848-9600	Aaron.Harman@uscellular.com
Matthew Kiley	Installation Manager	(774)226-1300	mkiley@atlanticbroom.com
Bianca Lester	Project Coordinator	(226)792-4801	Bianca@skyhawk.co
Andrew Craig	Senior Software Developer	(709)737-2583	Andrew@skyhawk.co
Mark Callahan	Senior Software Developer	(709)737-2583	Mark.callahan@skyhawk.co
Telelink Call Centre	Level 1 Support (Post Deployment)	1-844-424-7759	support@skyhawk.co
Andrew Craig	Level 2 Support (Post Deployment)	(709)737-2583	Andrew@skyhawk.co
Peter Barnes	Level 2 Support (Post Deployment)	(709)737-2583	peter@skyhawk.co
Mark Callahan	Level 2 Support (Post Deployment)	(709)737-2583	Mark.callahan@skyhawk.co
Bill Noseworthy	Level 2 Support (Post Deployment)	(709)737-2583	bill@skyhawk.co

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B. State Roles and Responsibilities

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

States Project Team			
Team Member	Project Position	Phone	Email
John Corcoran	Project Manager	603-485-3806 (w) 603-545-4531(c)	jcorcoran@dot.state.nh.us
David Gray	Assistant Project Manager	603-485-3806(w) 603-419-9017(c)	dgray@dot.state.nh.us
Charles Burns	DoIT Liaison	603-485-3806	cburns2@dot.state.nh.us
Alan Hanscom	Subject Matter Expert	603-524-6667	ahanscom@dot.state.nh.us
Dix Bailey	Subject Matter Expert	603-485-3806	dbailey@dot.state.nh.us
Steve Detrio	Subject Matter Expert	603-271-2693	sdetrio@dot.state.nh.us
Joseph Hamel	Subject Matter Expert	603-271-3675	jhamel@dot.state.nh.us

1) State Project Manager

The State Project Manager shall work side-by-side with the Blue Ocean Satellite Systems Inc. Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Project Management Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Blue Ocean Satellite Systems Inc. team;
- Assist the Blue Ocean Satellite Systems Inc. Project Manager in the development of a detailed Project Management Plan;
- Identify and secure the State Project Team members in accordance with the Project Management Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;

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- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Blue Ocean Satellite Systems Inc. Project Manager of any urgent issues if and when they arise; and
- Assist the Blue Ocean Satellite Systems Inc. team staff to obtain requested information if and when required to perform certain Project tasks.

2) Assistant Project Manager

- DOT Documentation Coordinator;
- Lead in report development;
- Lead with Training;
- Assists in Testing, including development of test scripts and review of data
- Attend all project meetings;
- Backup to Project Manager in his absence; and
- Work with Blue Ocean Satellite Systems Inc. in developing and maintain role-based security as defined by the State Team;

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

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

Responsibilities of the SME include the following:

- Be the key user and contact for their section, Bureau or agency;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in reviewing of documentation and development of report;
- Assist in mapping business requirements;
- Assists in Testing, including development of test scripts and review of data;
- Attends all Project meetings;
- Assist in training end users in the use of the Blue Ocean Satellite Systems Inc. Software Solution and the business processes the application supports;
- Assist the State Team with oversight and technical advisory services for the development of system, integration, performance, and required test plans by Blue Ocean Satellite Systems Inc. ;
- Coordinating with State Team for system, integration, performance, and required tests by Blue Ocean Satellite Systems Inc. ;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

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4) State DoIT Liaison and Technical Advisor

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

- Assist in all the aspects of SME's;
- DOT lead in Data Migration effort (DOIT liaison);
- Assist in reviewing of documentation and development of report
- DoIT's Liaison will coordinate all efforts/reviews required by the Network Administrator and Database Administrator Attend technical training as necessary to support the project;
- Assists in Testing, including; development of test scripts and review of data
- Work in partnership with the Blue Ocean Satellite Systems Inc. and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that Blue Ocean Satellite Systems Inc. will lead the overall effort with support and assistance from the State.
- Represent the technical efforts of the State at monthly project meetings and bi-weekly meetings as needed;
- Work with the Blue Ocean Satellite Systems Inc. upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Blue Ocean Satellite Systems Inc. to establish and execute backup and recovery procedures throughout the project;
- Work with the State Team to manage the availability of Application instances throughout the project;
- Work with the Blue Ocean Satellite Systems Inc. to define and test Application security, backup and recovery procedures;
- Establish new Blue Ocean Satellite Systems Inc. Application user Ids;
- Configure menus, request groups, security rules, and custom responsibilities;
- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications; and
- Establish connections among the desktop devices and the Application.

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EXHIBIT J SOFTWARE LICENSE**

SOFTWARE LICENSE

1. LICENSE GRANT

Blue Ocean Satellite Systems Inc. hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, unlimited number of users, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. DOCUMENTATION COPIES

Blue Ocean Satellite Systems Inc. shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Blue Ocean Satellite Systems Inc. on such copies.

3. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Blue Ocean Satellite Systems Inc. proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.
- d. License restricted to use only on operations and maintenance of the NHDOT BOS.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Blue Ocean Satellite Systems Inc.

5. VIRUSES

Blue Ocean Satellite Systems Inc. shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Blue Ocean Satellite Systems Inc. will use reasonable efforts to test the Software for viruses Blue Ocean Satellite Systems Inc. shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Blue Ocean Satellite Systems Inc. shall provide a master copy for comparison with and correction of the State's copy of the Software.

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6. SOFTWARE NON-INFRINGEMENT

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

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

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

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

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

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DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
EXHIBIT K - WARRANTY AND WARRANTY SERVICES**

WARRANTY AND WARRANTY SERVICES

Blue Ocean Satellite Systems Inc. shall provide the warranty and warranty services as described in the RFP 2016-016 Appendix H 25.8 Warranty, Exhibit H C-7.9 Vendor Support and Warranties and including any addendum.

Contract Agreement RFP 2016-016 Exhibit K - Warranty and Warranty Services

Blue Ocean Satellite Systems Inc. Initials *BS*

Date: *20 July 2016*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
EXHIBIT L - TRAINING SERVICES**

TRAINING SERVICES

Blue Ocean Satellite Systems Inc. shall provide the Training Services as described in the RFP 2016-016 Appendix C-2.3.3 *Training*, and as agreed to in any addendum and/or in their Compliance Matrix in Exhibit H.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
EXHIBIT M - NHDOT RFP 2016-016 (WITH ADDENDA) INCORPORATED**

NHDOT RFP 2016-016 (WITH ADDENDA) INCORPORATED

NH Department of Transportation RFP 2016-016 Automatic Vehicle Location System (AVL) January 28, 2106, with Addendum #1, dated March 4, 2016 and Responses to State's Questions RFP 2016-016, dated April 11, 2016 are included by reference as binding Deliverables to this Contract.

Contract Agreement RFP 2016-016 Exhibit M - NHDOT RFP 2016-016 (with Addenda) Incorporated

Blue Ocean Satellite Systems Inc. Initials BA

Date: 26 July 2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
EXHIBIT N - VENDOR PROPOSAL, BY REFERENCE**

VENDOR PROPOSAL, BY REFERENCE

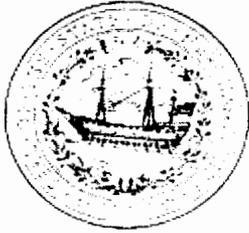
Blue Ocean Satellite Systems Inc. Proposal to Department of Transportation RFP 2016-016 Automatic Vehicle Location System (AVL) dated March 10, 2016 is hereby incorporated by reference as fully set forth herein.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
EXHIBIT O - CERTIFICATES AND ATTACHMENTS**

CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Blue Ocean Satellite Systems Inc.'s Certificate of Vote/Authority
- B. Blue Ocean Satellite Systems Inc.'s Certificate of Good Standing
- C. Blue Ocean Satellite Systems Inc.'s Certificate of Insurance
- D. Blue Ocean Satellite Systems Inc.'s Proposal Transmittal Form Letter



State of New Hampshire

Department of State



CERTIFICATE OF AUTHORITY OF

BLUE OCEANS SATELLITE SYSTEMS INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of BLUE OCEANS SATELLITE SYSTEMS INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to BLUE OCEANS SATELLITE SYSTEMS INC. to transact business in this State under the name of BLUE OCEANS SATELLITE SYSTEMS INC. and attaches hereto a copy of the Application for such Certificate.

Business ID: 748854



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August, 2016 A.D.

William M. Gardner
Secretary of State

Blue Oceans Satellite Systems Inc.

Certificate of Vote

I, Nancy Byrne, hereby certify that I am duly elected Secretary of Blue Oceans Satellite Systems Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on July 15, 2016 at which a quorum of the Board was present and voting.

VOTED:

That Paul Anderson, President and CEO of Blue Oceans Satellite Systems Inc. also doing business as SkyHawk Telematics, is authorized on behalf of the Corporation to enter into Contract RFP-2016-06 with the State of New Hampshire and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of July 26, 2016, and that Paul Anderson is the duly elected President and Chief Executive Officer of this Corporation.

Attest:

Date: July 26, 2016

Nancy A. Byrne
Secretary



SKYHAWK
TELEMATICS

TURN DATA INTO DECISIONS

22 July 2016

John Corcoran

State of New Hampshire
Bureau of Turnpikes
36 Hackett Hill Road
Hooksett, NH 03106

Subject: Corporate Seal

Dear Mr. Corcoran,

This letter is to confirm that Blue Oceans Satellite Systems Inc., also doing business as SkyHawk Telematics, does not have or use a corporate seal.

Sincerely,

Paul Anderson
President and CEO

CORPORATE OFFICES

Skyhawk Telematics
67 Majors Path, Suite 101
St. John's, NL, A1A 4Z9

MAILING ADDRESS

Blue Oceans Satellite Systems
P.O. Box 29098
St. John's, NL A1A 5B5

PHONE 1.709.737.2583

TOLL-FREE 1.888.258.3797

FAX 1.709.737.2062

EMAIL info@skyhawk.co

SKYHAWK.CO

CSIO

CERTIFICATE OF LIABILITY INSURANCE

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

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
State of New Hampshire, Department of Transportation		Blue Ocean Satellite Systems Inc.	
Bureau of Turnpikes		67 Majors Path, Suite 101	
P.O. BOX 295			
CONCORD, NH 03302-295	POSTAL CODE	St Johns	NL
			POSTAL CODE A1A 4Z9

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Delivery and support of monitoring hardware and systems

4. 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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Totten Insurance Group, TGC41569	2015/12/10	2016/12/10	COMMERCIAL GENERAL LIABILITY		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	\$2,500	\$5,000,000
				- EACH OCCURRENCE	\$2,500	\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$5,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
				MEDICAL PAYMENTS		\$10,000
				TENANTS LEGAL LIABILITY	\$1,000	\$25,000
POLLUTION LIABILITY EXTENSION	\$1,000	\$1,000,000				
NON OWNED AUTOMOBILE		\$1,000	\$5,000,000			
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> US Operations Deductible <input type="checkbox"/> <input type="checkbox"/>					\$10,000	

5. CANCELLATION

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

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
Optimized Risk & Insurance Ltd.		State of New Hampshire, Department of Transportation	
PO Box 21364		Bureau of Turnpikes	
		P.O. BOX 2950	
St. Johns	NL	POSTAL CODE A1A 5G6	
BROKER CLIENT ID:	CONCORD, NH 03302-295		POSTAL CODE

8. CERTIFICATE AUTHORIZATION

ISSUER Optimized Risk & Insurance Ltd.	CONTACT NUMBER(S)			
AUTHORIZED REPRESENTATIVE Tracy Gaudet	TYPE	NO.	TYPE	NO.
	TYPE	NO.	TYPE	NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 2016/07/14	EMAIL ADDRESS tgaudet@optimizedrisk.com		



146-148 Forest Road • P.O. Box 9000 • St. John's, NL • Canada • A1A 3B8
Telephone: (709).778-1000 • Toll Free 1.800.563.9000 • Fax: (709).778-1110 • www.whscc.nf.ca

ASSESSMENT SERVICES DEPARTMENT

FAX: 709 778 1110

AUGUST 05 2016

Fax: 709 737 2062

BLUE OCEANS SATELLITE SYSTEMS INC.
SKY TELEMATICS
P O BOX 29098
ST. JOHN'S NL A1A 5B5

ATTN: Rodney Boyd

Dear Employer:

RE: Firm Number 2018625
Out-of-Province Coverage

This letter is to confirm that the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador will extend coverage outside the Province under Section 51 of the Workplace Health, Safety and Compensation Act for your worker(s):

Peter Barnes, David Burry, Charlie Reid

for the period:

August 05, 2016 - September 05, 2016

while they are working in:

New Hampshire

This coverage is extended for the above period only and extensions must be approved by us. You should check with the jurisdiction in which the work is being performed to ensure you conform to their legislative requirements (if any) regarding workers' compensation as any such legislation override the Workplace Health, Safety and Compensation Act of Newfoundland and Labrador.

Should you require additional information, please call me at 778-1033 or toll free in Newfoundland and Labrador at 1 800 563 9000.

Sincerely,

Steve Thistle
Assessment Analyst

Enclosure: Information Sheet

S13

**WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION
OF NEWFOUNDLAND & LABRADOR**

OUT-OF-PROVINCE COVERAGE

Section 51 of the Workplace Health, Safety and Compensation Act provides for compensation to workers of Newfoundland employers who are injured outside the province in the course of their employment. Generally, in order for coverage to be extended, the following conditions must be met:

1. The employer is registered with Workplace Health, Safety and Compensation Commission (WHSCC), has a base of operations in the province and will continue to employ persons in the province while a worker(s) is employed outside the province.
2. The worker(s) will have worked for the employer in this province prior to being assigned outside and will continue to work for the employer upon return to Newfoundland.
3. The residence and usual place of employment of the worker(s) is Newfoundland.
4. The worker(s) remains on the payroll of the employer in Newfoundland while employed outside and assessments are paid on these wages.
5. The worker and or his/her dependents are not entitled to compensation under the law of the place where the injury occurs.
6. The employer must not have a permanent place of business in the other jurisdiction.

Cases outside these guidelines will be considered on an individual basis.

It is important for employers to check with the workers' compensation authorities (if applicable) in the jurisdiction where the workers are sent to determine if registration is required in that jurisdiction.

Out-of-province coverage can be confirmed in writing by faxing the Assessment Analyst at (709) 778-1110). The following information is needed:

- (1) The name and address of the workers being sent out of province;
- (2) The employer's name and WHSCC firm number;
- (3) The duration of stay;
- (4) The jurisdiction in which they will be working

...Turn Over

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Automatic Vehicle Location System (AVL) RFP 2016-016

ORIGINAL

Form 4: Proposal Transmittal Letter

State of New Hampshire Proposal Transmittal Form Letter

Vendor Name Blue Oceans Satellite Systems Inc.

Address 67 Majors Path, Suite 101

City/State/ZIP St. John's, NL, Canada, A1A 4Z9

TO: John Corcoran, Administrator
Administrator, Bureau of Turnpikes
36 Hackett Hill Road
Hooksett, NH 03106
Telephone (603) 485-3806
Email: JCorcoran@dot.state.nh.us

RE: Proposal Invitation Name: Automatic Vehicle Location System
Proposal Number: 2016-016
Proposal Due Date and Time: March 17, 2016, 2:30 pm

Dear Sir:

Vendor Name: Blue Oceans Satellite Systems hereby offers to sell to the State of New Hampshire the Services indicated in RFP 2016-016 Automatic Vehicle Location System at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Price Proposals*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Vendor Signor: Paul Anderson is authorized to legally obligate

Vendor Name: Blue Oceans Satellite Systems

We attest to the fact that:

The Vendor has reviewed and agreed to be bound by all RFP Terms and Conditions, including but not limited to, the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new

Vendor Initials PA
Date 10 March 2016