New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Construction
September 15, 2014

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with ExeVision, Inc. (Vendor #261357) Orem, UT for an amount not to exceed $3,260,000, for replacing and upgrading the Department's computer software based Project Development and Construction Management Systems, effective upon Governor and Council approval, through September 30, 2017. 100% State Bonded Capital Funds. Highway

Funding is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016 and FY 2017:

04-096-96-9600-79870000	FY 2015	FY 2016	FY 2017
Capital Funds			
034 500099 Major IT Systems	$707,700	$1,175,795	$1,376,505

EXPLANATION

The Department of Transportation (DOT) seeks to procure services to provide and install a new Project Development System. DOT has several computer software systems that currently interact poorly or not at all, often requiring manual intervention to complete project advertising, contractor progress payments (totaling many million dollars), and record keeping activities throughout the life of highway and bridge construction projects. The new system will allow the Department to replace older computer systems used in creating project estimates, collecting material test results, and tracking contractor payments. New system functionality will also be added to allow the Department to both release and receive bids electronically to/from contractors. As part of this project, the Department's existing Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems will be replaced with newer technology resulting in time savings, increased efficiencies, information system availability, and most significantly elimination of the risk of system failure. The failure of existing systems to function electronically would result in a monumental manual effort on the part of DOT employees to perform these same functions.

A Capital Budget appropriation in the amount of $3,260,000 has been approved to fund this project. The vendor selection process for this contract was initiated by a solicitation for information technology services through a Request for Proposals (RFP), which was posted on the State Administrative Services website from March 17, 2014 to May 20, 2014. Answers to vendor's questions regarding clarification of the solicitation were posted to the Administrative Services website on April 8, 2014. As a result of the solicitation, three firms submitted proposals: AASHTO, Washington, DC; ExeVision, Inc., Orem, UT; and Parsons Transportation Group, Inc., Washington, DC.

The selection process for this contract consisted of review and ranking of solicited written proposals by a selection panel comprised of eight members representing the Department of Transportation and the Department of Information Technology. The selection panel included the Chief of Engineering Audit, Chief of Labor Compliance, Contracts Program Specialist, Project Manager for the Bureau of Highway Design, Concrete/Soils Supervisor for the Bureau of Materials & Research, Bridge Computer Applications Analyst/Engineer for the Bureau of Bridge Design, Regional Construction Engineer for the Bureau of Construction, and IT Project Manager from the Department of Information Technology.

The selection panel members reviewed the proposals individually and met on Wednesday, June 25, 2014 to recommend a vendor. The Committee rated each firm based on the Proposed Software Solution, Proposed Software Solution Functionality, Vendor Technical Service and Project Manager Experience, Vendor Company and Staffing Qualifications, and Solution Cost. Having assessed all of the aforementioned factors, the selection panel scored and ranked ExeVision, Inc. the highest of the three firms. The Scoring Summary is below:

Firm	Score as rated by Selection Committee 200 Possible Points	Overall Rank
ExeVision	157.4	1
Parsons	142.3	2
AASHTO	138.3	3

ExeVision, Inc. was selected and is highly regarded in the field of Project Development Systems. Their software has recently been implemented at the Illinois Department of Transportation and they have similar system implementations for State transportation agencies in Texas, Wyoming, Nevada and Utah. The selection panel's ranking was submitted to the Assistant Commissioner for consideration and approval.

ExeVision, Inc. has agreed to furnish the required implementation and maintenance services in a three (3) year agreement for a total amount not to exceed $3,260,000. The Department has an annual option to extend the agreement for an additional six (6) years for ongoing software support and maintenance. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of engineering and technical services to be furnished.

The agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The DOT has certified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

2014-080 Project Development System

Company	Company Address	Software Functionality 20 Pts max	Software Solution 70 Points Max	Technical, Service and PM Exp and Approach 20 Pts max	Company Qualifications 5 Points Max	Staffing Qualifications 5 Points Max	**Solution Cost	Solution Cost Points 75 Pts Max	TOTAL 200 Pts Max
AASHTO	Wash, DC	10.8	35.4	13.1	3.2	2.8	$ 4,514,900	73.1	138.3
ExeVision	Orem, UT	13.4	49.6	16.6	3.4	3.4	$ 4,646,147	71.1	157.4
Parsons	Wash, DC	11.1	37.0	13.2	3.1	2.8	$ 4,401,855	76.0	142.3
								Max Points	157.4

**Note: Solution cost was rated on six (6) years of total cost of ownership and included the cost of software and implementation services plus annual software support and maintenance costs. This allows the Department to lock in future software support and maintenance costs at the lowest possible price. The Department then elected to write a three (3) year contract with a State option to annually extend the contract for software support and maintenance.

Steven J. Kelleher
Acting Commissioner

September 15, 2014

William J. Cass, PE
Director of Project Development
Department of Transportation
State of New Hampshire
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Director Cass:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with ExeVision, Inc. as described below and referenced as DoIT No. 2014-080.

The purpose of this contract is for ExeVision, Inc. to provide and install a new Project Development System. The new system will allow the Department of Transportation (DOT) to replace older computer systems used in creating project estimates, collecting material test results, and tracking contractor payments. New system functionality will also be added to allow the Department to both release and receive bids electronically to and from contractors. As part of this project, the Department's existing Project Estimating, Bidding, Construction Management, Laboratory Information, and Labor Compliance/Civil Rights systems will be replaced with newer technology. Replacement of these outdated information systems will result in time savings spread across numerous work groups within DOT and most significantly eliminate the risk of system failure. The total contract value is $3,260,000 and the contract end date is September 30, 2017, upon Governor and Executive Council approval. The contract may be extended up to six years at the sole option of the State with Governor and Executive Council approval.

Please inform this department of upcoming events associated with processing this RFP so that we may stay involved.

Sincerely,

Steven J. Kelleher

SJK/dcp
DOT 2014-080

cc: Gail Hambleton
     Dane Prescott

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
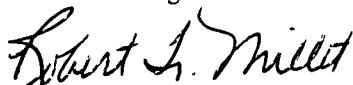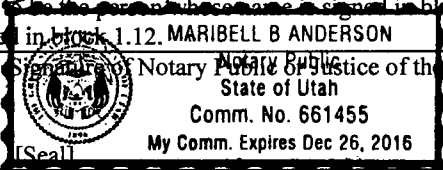PROJECT DEVELOPMENT SYSTEMS
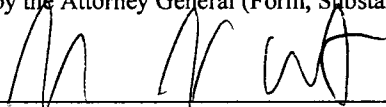CONTRACT #2014-080
AGREEMENT- PART 1

Subject: PROJECT DEVELOPMENT SYSTEMS

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation Project Development Division	1.2 State Agency Address 7 Hazen Drive Concord, NH 03302-0483
1.3 Contractor Name ExeVision, Inc.	1.4 Contractor Address 226 E 860 South Orem, Utah 84058

1.5 Contractor Phone Number 801-788-4545	1.6 Account Number 04-096-096-79870000-034-500099	1.7 Completion Date 9/30/2017	1.8 Price Limitation $3,260,000

1.9 Contracting Officer for State Agency Patrick K. McKenna Deputy Commissioner	1.10 State Agency Telephone Number 603-271-3734
1.11 Contractor Signature *Robert L. Millet (signature)*	1.12 Name and Title of Contractor Signatory ROBERT W. MILLET PRESIDENT

1.13 Acknowledgement: State of *Utah*   , County of *Utah*

On *Aug 21, 2014*, 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 *MARIBELL B ANDERSON* *Notary Public* *State of Utah* *Comm. No. 661455* *My Comm. Expires Dec 26, 2016* *[Seal]*	*(signature)*

1.13.2 Name and Title of Notary or Justice of the Peace

Maribell Anderson — Notary

1.14 State Agency Signature *(signature)*	1.15 Name and Title of State Agency Signatory William J. Cass, P.E. Director of Project Development NHDOT

1.16   Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

     By: Director, On:

1.17   Approval by the Attorney General (Form, Substance and Execution)

     By: *(signature)*   On: 9/23/14

1.18   Approval by the Governor and Executive Council

     By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

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

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

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

Document Version 01/09

Contractor Initials

Date 31 Aug 2014

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _RTM_
Date 1 Aug 2014

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initial _RTM_
Date _7 AUG 2014_

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.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
CMS	Construction Management Subsystem
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 Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
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 (See Contract Agreement, Section 1.1)
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. (See Section 4: *Contract Management)*
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
CRS	Civil Rights Subsystem
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
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
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor

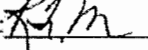|	editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
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
EBS	Electronic Bidding Subsystem
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
eField Book	An application that runs on an electronic device (laptop, tablet) used in the field to document daily work activities at the project site then synchronizes the entered data to the iPD CMS system across the internet.
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
ExeVision	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
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
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
iCX or iCXWeb	integrated Contractors Exchange to prepare and submit secure bids to the electronic bidding system.
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
IDOT	Illinois Department of Transportation
Implementation	The process for making the System fully operational for processing the Data.

Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
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.
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 aggrieved
iPD	integrated Project Development solution including for project estimating (PCES), electronic bidding (EBS), construction management (CMS), materials management (MMS), civil rights (CRS), and contractor bid preparation and submission (iCXWeb).
iPDWeb	Browser accessed iPD web applications.
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
MMS	Materials Management/Laboratory Information Subsystem
MRS	Management Reporting Subsystem
NDOT	Nevada Department of Transportation
NHDOT	New Hampshire Department of Transportation
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
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
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 that 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.
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
PCES	Transportation Project Cost Estimate Subsystem
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 that describes 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 Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	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 five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Secure*Vault*	A secure bid repository maintained by ExeVision
Service Level Agreement (SLA)	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.
SMS	System Management Subsystem

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT SYSTEMS
CONTRACT 2014-080
CONTRACT AGREEMENT –PART 2

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 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 a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03302-0483 Reference to the term "State" shall include applicable agencies
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 Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
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.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
TFS	Microsoft Team Foundation Server tool used by ExeVision to track software development issues.
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
TxDOT	Texas Department of Transportation
UAT	User Acceptance Test
UDOT	Utah Department of Transportation
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
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 as defined in the Contract.
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.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work 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 Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.
WyDOT	Wyoming Department of Transportation

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Transportation ("State"), and ExeVision, Inc., having its principal place of business at 226 E 860 South, Orem, Utah 84058.

In 2013, NHDOT received a Capital Budget appropriation to replaced existing outdated Project Development systems in order to meet changing business needs, update to newer information technologies, and comply with Federal Highway audit findings.

RECITALS

The State desires to have ExeVision, Inc. provide a Commercial-off-the-shelf Software System with customizations and associated Services for the Department of Transportation;

ExeVision, Inc. wishes to provide a Commercial-off-the-Shelf Software System with customizations and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – 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- Requirement Responses
      Exhibit I- Work Plan
      Exhibit J- Software License and related Terms
      Exhibit K- Warranty and Warranty Services
      Exhibit L- Training Services
      Exhibit M- Agency RFP with Addendums, by reference
      Exhibit N- The Vendor Proposal, by reference
      Exhibit O- Certificates and Attachments

1.2 Order of Precedence

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

a. State of New Hampshire, Department of Transportation, Contract 2014-080.
b. RFP 2014-080 Project Development Systems, dated March 17, 2014, with addendum(s) incorporated; then
c. The Vendor's Proposal, dated May 20, 2014.

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through September 30, 2017. The Term may be extended up to six (6) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond September 30, 2023.

ExeVision, Inc. shall commence work upon issuance of a Notice to Proceed by the State.

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

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

2. 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*.

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 contractors 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. The Contracted Vendor shall not be responsible for any delay, act, or omission of such other contractors, except that the Contracted Vendor shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of the Contracted Vendor.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed $3,260,000.

3. CONTRACT MANAGEMENT

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

3.1 The Vendor's Contract Manager

The Contracted Vendor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contracted Vendor's Contract Manager is:

Robert W. Millet
President
226 E 860 South
Orem, Utah 84058
Tel: 801-788-4545
Email: rmillet@exevision.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. The Contracted Vendor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contracted Vendor's 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

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

3.2.3

The Contracted Vendor shall not change its assignment of the Contracted Vendor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall

have comparable or greater skills than the Contracted Vendor Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in the Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager,* and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks,* below. The Contracted Vendor shall assign a replacement of the Contracted Vendor Project Manager within ten (10) business days of the departure of the prior Contracted Vendor Project Manager, and the Contracted Vendor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Contracted Vendor 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 the Contracted Vendor in default and pursue its remedies at law and in equity, if the Contracted Vendor fails to assign a Contracted Vendor Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contracted Vendor Project Manager is:
Floyd Millet
Vice President, Operations
226 E 860 South
Orem, Utah 84058
Tel: 801-788-4545
Email: fmillet@exevision.com

3.3 The Contracted Vendor Key Project Staff

3.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables,* Table C.1: *System Requirements and Deliverables-Vendor Response Checklist.* The State may conduct reference and background checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks.*

3.3.2 The Contracted Vendor shall not change any of the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement of the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor 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-Part 2, 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 the Contracted Vendor in default and to

pursue its remedies at law and in equity, if the Contracted Vendor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contracted Vendor's replacement Project staff.

3.3.3.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor's Key Project Staff:

Key Member(s)	**Title**
Kim Wilson	Chief Architect
Don Kartchner	Senior Developer
Abhisesh Thapa	Senior Developer
Denis Glascock	Engineer

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:

Dean Wilson
Bureau of Construction
NHDOT
7 Hazen Drive
Concord, NH 03302-0483
Tel: (603) 271-2571
Email: DWilson@dot.state.nh.us

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 the Contracted Vendor;
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:

Dennis E. Herrick
Chief of Engineering Audit
NHDOT
7 Hazen Drive
Concord, NH 03302-0483
Tel: (603) 271-3463
Email: DHerrick@dot.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contracted Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 Vendor Responsibilities

The Contracted Vendor 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.

The Contracted Vendor may subcontract Services subject to the provisions of the Contract. The Contracted Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contracted Vendor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

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

Upon its submission of a Deliverable or Service, the Contracted Vendor 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 the Contracted Vendor 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 specifications outlined in the contract. The State will notify the Contracted Vendor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contracted Vendor's written Certification. If the State rejects the Deliverable, the State shall notify the Contracted Vendor of the nature and class of the Deficiency and the Contracted Vendor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contracted Vendor's correction of the Deliverable is identified, the Contracted Vendor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contracted Vendor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contracted Vendor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contracted Vendor to continue until the Deficiency is corrected,

or immediately terminate the Contract, declare the Contracted Vendor in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

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

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, 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. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 COTS Software and Documentation

The Contracted Vendor 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*.

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:
   a. Remove or modify any program markings or any notice of the Contracted Vendor's proprietary rights;
   b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
   c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5.4 Title

The Contracted Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

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

7. SERVICES

The Contracted Vendor 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

The Contracted Vendor 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

The Contracted Vendor 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

The Contracted Vendor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 Training Services

The Contracted Vendor 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

The Contracted Vendor 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. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contracted Vendor shall update the Work 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

Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

In the event of any delay in the Schedule, the Contracted Vendor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contracted Vendor 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 the Contracted Vendor 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 the Contracted Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contracted Vendor's receipt of a Change Order, the Contracted Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications (Custom Code) developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Contracted Vendor 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, the Contracted Vendor 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

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Vendor's Materials

Subject to the provisions of this Contract, the Contracted Vendor 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, the Contracted Vendor shall not distribute any products containing or disclose any State Confidential Information. The Contracted Vendor 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 the Contracted Vendor employees or third party consultants engaged by the Contracted Vendor.

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

10.3 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.

10.4 Software License

The Contracted Vendor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited right license to possess, install, and access the iPDweb/iCXweb software applications. Further the Contracted Vendor assigns to the State license to use and have modified by the Contracted Vendor this intellectual property for its own purposes, but not to resell, sublicense, or otherwise distribute that property.

10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, the Contracted Vendor 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)*. The Contracted Vendor 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 the Contracted Vendor's performance under the Contract.

11.2 State Confidential Information

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

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

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

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contracted Vendor shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

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

12.2 The Contracted Vendor

Subject to applicable laws and regulations, in no event shall the Contracted Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the

Contracted Vendor's liability to the State shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to the Contracted Vendor's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2- 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 *Contract Agreement-* Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

    a. Failure to perform the Services satisfactorily or on schedule;

    b. Failure to submit any report required; and/or

    c. Failure to perform any other covenant, term or condition of the Contract

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

a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor 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 the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted Vendor 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 the Contracted Vendor 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 the Contracted Vendor during the period from the date of such notice until such time as the State determines that the Contracted Vendor has cured the Event of Default shall never be paid to the Contracted Vendor.

c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

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

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

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

13.1.3 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.

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contracted Vendor shall:

    a. Stop work under the Contract on the date, and to the extent specified, in the notice;

    b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

    c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contracted Vendor and in which the State has an interest;

    d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

    e. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.

    f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2 The Contracted Vendor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a

written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contracted Vendor of any of its obligations under the Contract nor affect any remedies available to the State against the Contracted Vendor that may arise from any event of default of the provisions of the contract. The State shall consider the Contracted Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3   Notwithstanding the foregoing, nothing herein shall prohibit the Contracted Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contracted Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contracted Vendor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contracted Vendor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contracted Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contracted Vendor, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Floyd Millet, VP Operations	Dennis Herrick State Project Manager	5 Business Days
First	Floyd Millet, VP Operations	William Cass Director of Project Development	10 Business Days
Second	Robert Millet President	Christopher D. Clement, Sr. Commissioner	15 Business Days

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

17. ESCROW OF CODE

The Contracted Vendor will participate in a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires the Contracted Vendor to put the Contracted Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

a. the Vendor has made an assignment for the benefit of creditors;
b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. GENERAL PROVISIONS

18.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

The State agency will work with the Contracted Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Contracted Vendor's staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide the Contracted Vendor 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 the Contracted Vendor to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 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"), the Contracted Vendor 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 the Contracted Vendor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the Contracted Vendor 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 the Contracted Vendor 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 the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if the Contracted Vendor 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.

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". The Contracted Vendor understands and agrees that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

The Contracted Vendor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither the Contracted Vendor 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 the Contracted Vendor's inability to hire or provide personnel needed for the Contracted Vendor's performance under the Contract.

18.11 Insurance

18.11.1 The Contracted Vendor Insurance Requirement
See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 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.

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements, Contract Agreement Exhibit D Section 4: Accounting Requirements,* and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT SYSTEMS
CONTRACT 2014-080- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

ExeVision, Inc. shall provide the State with Project Development Systems which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, ExeVision shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
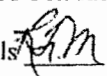
The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	10/15/2014
2	Work Plan/Goals Objectives	Written	11/15/2014
3	Technical/Information Architecture Review/Plan	Written	11/15/2014
4	Integration and Data Workflow Plan	Written	11/15/2014
5	Database Architecture/Data Dictionary	Written	11/15/2014
6	Equipment Procurement/Implementation Plan	Written	11/15/2014
7	Project Documentation Approval	Non-software	11/30/2014
8	Setup Non-production environments	Non-software	10/30/2014
9	Conduct Preconstruction Subsystems Kickoff Meeting	Non-Software	1/2/2015
10	Business Process Review/Requirements Validation	Written	1/30/2015
11	Civil Rights Business Process Review	Written	1/7/2015
12	Estimate Requirements Traceability Matrix	Written	1/15/2015
13	Estimate Work Plan/ Goals Objectives	Written	1/15/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT SYSTEMS
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CONTRACT DELIVERABLES

14	Estimate Integration and Data Workflow Plan	Written	1/15/2015
15	Estimate Database Architecture/Data Dictionary	Written	1/15/2015
16	Estimate Design Documentation	Written	1/15/2015
17	Estimate Documentation Approval	Non-Software	1/15/2015
18	Estimate New Functionality	Software	3/1/2015
19	Estimate Interfaces	Software	3/1/2015
20	Estimate Reports	Software	4/15/2015
21	Estimate Help Files	Written	4/15/2015
22	Estimate Development Approval	Software	4/15/2015
23	Estimate Data Migration	Non-Software	2/18/2015
24	Deploy Estimate to ITEST Environment	Non-Software	4/15/2015
25	Internal Estimate Testing	Non-Software	5/7/2015
26	Deploy Estimate to AT Environment	Non-Software	5/7/2015
27	Estimate User Acceptance Testing	Non-Software	5/27/2015
28	Estimate User Acceptance Testing Approval	Non-Software	5/27/2015
29	Agency Training	Non-Software	5/20/2015
30	Security Review	Non-Software	5/20/2015
31	Electronic Bidding Business Process Review/ Requirements Validation	Written	5/15/2015
32	Electronic Bidding Requirements Traceability Matrix	Written	5/27/2015
33	Electronic Bidding Work Plan/ Goals Objectives	Written	5/27/2015
34	Electronic Bidding Integration and Data Workflow Plan	Written	5/27/2015
35	Electronic Bidding Database Architecture/Data Dictionary	Written	5/27/2015
36	Electronic Bidding Design Documentation	Written	6/1/2015
37	Electronic Bidding Documentation Approval	Non-Software	6/1/2015
38	Electronic Bidding New Functionality	Software	7/15/2015
39	Electronic Bidding Interfaces	Software	7/15/2015
40	Electronic Bidding Reports	Software	6/17/2015
41	Electronic Bidding Help Files	Written	8/1/2015
42	Electronic Bidding Development Approval	Software	8/1/2015
43	Electronic Bidding Data Migration	Non-Software	6/22/2015

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DEPARTMENT OF TRANSPORTATION
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CONTRACT DELIVERABLES

44	Deploy Electronic Bidding to ITEST Environment	Non-Software	9/1/2015
45	Internal Electronic Bidding Testing	Non-Software	9/22/2015
46	Deploy Electronic Bidding to AT Environment	Non-Software	9/22/2015
47	Electronic Bidding User Acceptance Testing	Non-Software	10/14/2015
48	Electronic Bidding User Acceptance Testing Approval	Non-Software	10/14/2015
49	Contractor Training (iCX)	Non-Software	10/17/2015
50	Agency Training (EBS)	Non-Software	10/26/2015
51	Security Review	Non-Software	10/7/2015
52	Preconstruction (PCES, EBS, iCX, and SecureVault) Production Implementation	Software	10/19/2015
53	Preconstruction (PCES, EBS, iCX, and SecureVault) Exit Meeting	Non-Software	11/17/2015
54	Conduct Construction and Materials Subsystems Kickoff Meeting	Non-Software	10/20/2015
55	Construction/Materials Business Process Review/ Requirements Validation	Written	11/17/2015
56	Construction/Materials Requirements Traceability Matrix	Written	12/30/2015
57	Construction/Materials Work Plan/ Goals Objectives	Written	12/30/2015
58	Construction/Materials Integration and Data Workflow Plan	Written	12/30/2015
59	Construction/Materials Database Architecture/Data Dictionary	Written	12/30/2015
60	Construction/Materials Design Documentation	Written	1/14/2016
61	Construction/Materials Documentation Approval	Non-Software	1/14/2016
62	Construction/Materials New Functionality	Software	3/7/2016
63	Construction/Materials Interfaces	Software	4/23/2016
64	Construction/Materials Reports	Software	6/7/2016
65	Construction/Materials Help Files	Written	6/26/2016
66	Construction/Materials Development Approval	Software	6/26/2016
67	Construction/Materials Data Migration	Non-Software	2/1/2016
68	Deploy Construction/Materials to ITEST Environment	Non-Software	6/26/2016
69	Internal Construction/Materials Testing	Non-Software	7/14/2016
70	Deploy Construction/Materials to AT Environment	Non-Software	7/14/2016

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CONTRACT 2014-080- PART 3
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CONTRACT DELIVERABLES

71	Construction/Materials User Acceptance Testing	Non-Software	8/21/2016
72	Construction/Materials User Acceptance Testing Approval	Non-Software	8/21/2016
73	Agency Training (CMS and MMS)	Non-Software	7/30/2016
74	Security Review	Non-Software	7/30/2016
75	Construction/Materials Implementation	Software	8/28/2016
76	Construction/Materials Exit Meeting	Non-Software	9/27/2016
77	Conduct Civil Rights Subsystems Kickoff Meeting	Non-Software	8/29/2016
78	Civil Rights Business Process Review/ Requirements Validation	Written	9/7/2016
79	Civil Rights Requirements Traceability Matrix	Written	9/27/2016
80	Civil Rights Work Plan/ Goals Objectives	Written	9/27/2016
81	Civil Rights Integration and Data Workflow Plan	Written	9/27/2016
82	Civil Rights Database Architecture/Data Dictionary	Written	9/27/2016
83	Civil Rights Test Plan	Written	9/27/2016
84	Civil Rights Data Migration Plan	Written	9/27/2016
85	Civil Rights Design Documentation	Written	10/4/2016
86	Civil Rights Documentation Approval	Non-Software	10/4/2016
87	Civil Rights New Functionality	Software	12/26/2016
88	Civil Rights Interfaces	Software	1/2/2017
89	Civil Rights Reports	Software	2/15/2017
90	Civil Rights Help Files	Written	2/7/2017
91	Civil Rights Development Approval	Software	2/7/2017
92	Civil Rights Data Migration	Non-Software	10/30/2016
93	Deploy Civil Rights to ITEST Environment	Non-Software	2/7/2017
94	Internal Civil Rights Testing	Non-Software	3/25/2017
95	Deploy Civil Rights to AT Environment	Non-Software	3/25/2017
96	Civil Rights User Acceptance Testing	Non-Software	4/22/2017
97	Civil Rights User Acceptance Testing Approval	Non-Software	4/22/2017
98	Agency Training	Non-Software	4/15/2017
99	Security Review	Non-Software	4/7/2017
100	Civil Rights Module Implementation	Software	4/27/2017

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CONTRACT DELIVERABLES

| 101 | Civil Rights Exit Meeting | Non-Software | 5/27/2017 |
| 102 | Project Exit Meeting | Non-Software | 5/29/2017 |

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT SYSTEMS
CONTRACT 2014-080-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1   Not to Exceed

This is a Not to Exceed (NTE) Contract totaling $3,260,000 for the period between the Effective Date through September 30, 2017. ExeVision shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ExeVision to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Table 1 – Software and Services

Reference Number	Activity, Deliverable, or Milestone	Payment Amount
1	Conduct Project Kickoff Meeting	
2	Work Plan/Goals Objectives	
3	Technical/Information Architecture Review/Plan	
4	Integration and Data Workflow Plan	
5	Database Architecture/Data Dictionary	
6	Equipment Procurement/ Implementation Plan	
7	Project Documentation Approval	$127,800
8	Setup Non-production environments	
9	Conduct Preconstruction Subsystems Kickoff Meeting	$313,200
10	Business Process Review/Requirements Validation	
11	Civil Rights Business Process Review	
12	Estimate Requirements Traceability Matrix	
13	Estimate Work Plan/ Goals Objectives	
14	Estimate Integration and Data Workflow Plan	
15	Estimate Database Architecture/Data Dictionary	
16	Estimate Design Documentation	
17	Estimate Documentation	$38,250

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PRICE AND PAYMENT SCHEDULE

	Approval	
18	Estimate New Functionality	
19	Estimate Interfaces	
20	Estimate Reports	
21	Estimate Help Files	
22	Estimate Development Approval	$102,600
23	Estimate Data Migration	
24	Deploy Estimate to ITEST Environment	
25	Internal Estimate Testing	
26	Deploy Estimate to AT Environment	
27	Estimate User Acceptance Testing	
28	Estimate User Acceptance Testing Approval	$63,900
29	Agency Training	
30	Security Review	
31	Electronic Bidding Business Process Review/ Requirements Validation	
32	Electronic Bidding Requirements Traceability Matrix	
33	Electronic Bidding Work Plan/ Goals Objectives	
34	Electronic Bidding Integration and Data Workflow Plan	
35	Electronic Bidding Database Architecture/Data Dictionary	
36	Electronic Bidding Design Documentation	
37	Electronic Bidding Documentation Approval	$31,950
38	Electronic Bidding New Functionality	
39	Electronic Bidding Interfaces	
40	Electronic Bidding Reports	
41	Electronic Bidding Help Files	
42	Electronic Bidding Development Approval	$85,050
43	Electronic Bidding Data	

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CONTRACT 2014-080-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

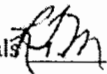|		
	Migration	
44	Deploy Electronic Bidding to ITEST Environment	
45	Internal Electronic Bidding Testing	
46	Deploy Electronic Bidding to AT Environment	
47	Electronic Bidding User Acceptance Testing	
48	Electronic Bidding User Acceptance Testing Approval	$53,550
49	Contractor Training (iCX)	
50	Agency Training (EBS)	
51	Security Review	
52	Preconstruction (PCES, EBS, iCX, and SecureVault) Production Implementation	$94,500
53	Preconstruction (PCES, EBS, iCX, and SecureVault) Exit Meeting	
54	Conduct Construction and Materials Subsystems Kickoff Meeting	$436,140
55	Construction/Materials Business Process Review/ Requirements Validation	
56	Construction/Materials Requirements Traceability Matrix	
57	Construction/Materials Work Plan/ Goals Objectives	
58	Construction/Materials Integration and Data Workflow Plan	
59	Construction/Materials Database Architecture/Data Dictionary	
60	Construction/Materials Design Documentation	
61	Construction/Materials Documentation Approval	$100,080
62	Construction/Materials New Functionality	
63	Construction/Materials Interfaces	
64	Construction/Materials Reports	
65	Construction/Materials Help Files	

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PRICE AND PAYMENT SCHEDULE

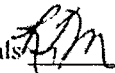|		
66	Construction/Materials Development Approval	$267,435
67	Construction/Materials Data Migration	
68	Deploy Construction/Materials to ITEST Environment	
69	Internal Construction/Materials Testing	
70	Deploy Construction/Materials to AT Environment	
71	Construction/Materials User Acceptance Testing	
72	Construction/Materials User Acceptance Testing Approval	$166,770
73	Agency Training (CMS and MMS)	
74	Security Review	
75	Construction/Materials Implementation	$119,925
76	Construction/Materials Exit Meeting	
77	Conduct Civil Rights Subsystems Kickoff Meeting	$170,820
78	Civil Rights Business Process Review/ Requirements Validation	
79	Civil Rights Requirements Traceability Matrix	
80	Civil Rights Work Plan/ Goals Objectives	
81	Civil Rights Integration and Data Workflow Plan	
82	Civil Rights Database Architecture/Data Dictionary	
83	Civil Rights Test Plan	
84	Civil Rights Data Migration Plan	
85	Civil Rights Design Documentation	
86	Civil Rights Documentation Approval	$38,250
87	Civil Rights New Functionality	
88	Civil Rights Interfaces	
89	Civil Rights Reports	
90	Civil Rights Help Files	
91	Civil Rights Development Approval	$102,780
92	Civil Rights Data Migration	

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

93	Deploy Civil Rights to ITEST Environment	
94	Internal Civil Rights Testing	
95	Deploy Civil Rights to AT Environment	
96	Civil Rights User Acceptance Testing	
97	Civil Rights User Acceptance Testing Approval	$63,900
98	Agency Training	
99	Security Review	
100	Civil Rights Module Implementation	$51,300
101	Civil Rights Exit Meeting	
102	Project Exit Meeting	$127,800
103	Project Acceptance (10% Holdback)	$284,000
	PROJECT COST	$2,840,000

Table 2 – Detailed Project Deliverables and Pricing Summary

Description	License Type			Net Price- License
Application Products & Services				
Estimates (PCES)	Site License			See Table 1 Above
Electronic Bids (EBS)	Site License			
iCXweb/SecureVault	Site License			
Construction Management (CMS)	Site License			
Material Management (MMS)	Site License			
Civil Rights (CRS)	Site License			
Management Reports	Site License			
Sub Total				**$2,840,000**
Software Licensing, Maintenance & Support	FY15 $0	FY16 $89,600	FY17 $196,000	
Sub Total				**$285,600**
Software Hosting	FY15 $0	FY16 $49,440	FY17 $54,960	
Sub Total				**$104,400**
iCXweb/Vault Hosting Service**		FY16 $30,000		
Sub Total				**$30,000**
Grand Total				**$3,260,000**

**NHDOT option to procure this service or have Contractors charged a fee for this service

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table 3 – Hourly Rates

Position Title	SFY 2018	SFY 2019	SFY 2020	SFY 2021
Project Manager	$165	$170	$175	$180
Assistant Project Manager	$165	$170	$175	$180
Lead Developer	$165	$170	$175	$180
Developer	$165	$170	$175	$180
Senior Tester	$165	$170	$175	$180
Tester	$165	$170	$175	$180

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $3,260,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ExeVision for all fees and expenses, of whatever nature, incurred by ExeVision in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

ExeVision 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. ExeVision shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Invoices shall be sent to:

> Dennis E. Herrick
> Chief of Engineering Audit
> NHDOT
> 7 Hazen Drive
> Concord, NH 03302-0483
> Tel: (603) 271-3463
> Email: DHerrick@dot.state.nh.us

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
> ExeVision, Inc.
> P.O. Box 971134
> Orem, UT 84097-1134

5. OVERPAYMENTS TO ExeVision

ExeVision 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 ExeVision's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable as set forth in the Payment Table above, until successful conclusion of each Warranty Period.

8. COST DISCOUNT

ExeVision agrees to discount annual Software Licensing, Maintenance & Support for NHDOT by ten percent (10%) for each New England State Transportation Agency that contracts with ExeVision. Discount(s) will be applied in the following Fiscal Year and all subsequent Fiscal Years. NHDOT will allow other New England State Transportation Agencies to contract with ExeVision under the terms and conditions of this Agreement.

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EXHIBIT C
SPECIAL PROVISIONS

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

Notice

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

TO ExeVision:
Robert W. Millet
President
P.O. Box 971134
Orem, UT 84097-1134
Tel: 801-788-4545

TO STATE:
Department of Transportation
Bureau of Construction
7 Hazen Drive
Concord, NH 03302-0483
Tel: 603-271-3463

2. Form P-37 Section 14. INSURANCE

Both parties agree to amend the Contract Agreement Part 1 - Section 14 in order to show the amount of insurance is in agreement with Exevision's coverage currently in force for comprehensive general liability in the amount of $1,000,000 for each occurrence and the excess/umbrella liability in the amount of $2,000,000 for each occurrence.

3. EXTENSION

This agreement has the option for a potential extension up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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CONTRACT 2014-080 PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

a. **Introductory Meeting:** Participants will include ExeVision Key Project Staff and State Project leaders from both the Department of Transportation and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

c. **Status Meetings:** Participants will include, at the minimum, the ExeVision Project Manager and the State Project Manager. These meetings will be conducted at least monthly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from ExeVision shall serve as the basis for discussion.

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

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

f. **Exit Meeting:** Participants will include Project leaders from ExeVision 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 ExeVision to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be ExeVision's responsibility.

The ExeVision Project Manager or ExeVision Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The ExeVision 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. ExeVision shall produce Project status reports, which shall contain, at a minimum, the following:
1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming four (4) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.

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EXHIBIT D
ADMINISTRATIVE SERVICES

7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, ExeVision shall provide the State with information or reports regarding the Project. ExeVision 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.

2. STATE-OWNED DOCUMENTS AND DATA

ExeVision 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, ExeVision shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

ExeVision 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.*

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

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

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EXHIBIT D
ADMINISTRATIVE SERVICES

4. ACCOUNTING REQUIREMENTS

ExeVision shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and ExeVision shall maintain records pertaining to the Services and all other costs and expenditures.

5.WORK HOURS

ExeVision personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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EXHIBIT E
IMPLEMENTATION SERVICES

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. ExeVision shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

B. ExeVision and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

C. The ExeVision team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

E. ExeVision shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system.

F. ExeVision shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

G. ExeVision shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

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

1.2.1 Implementation

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

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

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EXHIBIT E
IMPLEMENTATION SERVICES

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.2 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

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

2.1 Hosted Server Access

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

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

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

2.2 Network Services

a. Conditions and assumptions related to Network Services:
   1) Costs for equipment, labor and services to maintain Internet connectivity from within ExeVision facilities are ExeVision's responsibility. The State is responsible for any

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EXHIBIT E
IMPLEMENTATION SERVICES

equipment, labor, and/or services necessary to set-up and maintain Internet connectivity at the State and/or other third party sites. If the State requests special network equipment and configurations at an ExeVision facility, the State shall be charged on a time and materials basis in accordance with time & materials rates specified in the ordering document and exhibit ("T&M Rates") for acquiring and setting up such special network arrangements.

2) If the State has been provided with a "loaner" communication equipment, the State shall maintain the equipment in a secure location, in the condition it was received, and shall not permit any use of the equipment other an (a) in connection with the Services, and (b) for access to the Hosted Servers or to third-party servers agreed upon by ExeVision and the State. The State shall return the communication equipment to ExeVision upon termination of the Network Services. Charges for Network Services will continue until the State returns all communications equipment in operational condition or reimburses ExeVision for any loaner equipment that is not returned.

3) At the State's option, authorized third parties (e.g., software implementers, network providers) may be given limited access by ExeVision to certain levels of the State's system through the VPN or through a separate network connection that meets ExeVision's Specifications.

4) The State is responsible for ensuring that its network and system complies with Specifications that ExeVision provides and, if the State is providing its own hosted servers, that all components of the ExeVision's software environment are accessible through the VPN.

5) ExeVision is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of ExeVision such as bandwidth issues outside of ExeVision's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of ExeVision's firewall or for any issues that are the responsibility of the State Internet Service Provider.

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

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

1. SECURITY

ExeVision shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. ExeVision 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.

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EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

ExeVision shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. ExeVision will also provide training as necessary to the State staff responsible for test activities. ExeVision shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, ExeVision shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. ExeVision shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

ExeVision shall provide the State with an overall Test Plan that will guide all testing. The ExeVision provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

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

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

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TESTING SERVICES

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

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

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

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

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

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

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

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

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test

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	emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
ExeVision Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
	• Work jointly with ExeVision to develop the Systems Integration Test Specifications. • Work jointly with ExeVision to develop and load the data profiles to support the test Specifications. • Work jointly with ExeVision to validate components of the test scripts, modifications, fixes and other System interactions with the ExeVision supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
ExeVision Team Responsibilities	For conversions and interfaces, the ExeVision team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

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

1.6 User Acceptance Testing (UAT)

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

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

The State shall be presented with all testing results, as well as written Certification that ExeVision has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from ExeVision that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
[State Project Team Responsibilities]	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
[State Responsibilities]	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with ExeVision in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product	The Deliverable for User Acceptance Tests is the User Acceptance Test Results.

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Description	These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7 Performance Tuning and Stress Testing

ExeVision shall develop and document hardware and Software configuration and tuning of the *integrated Project Development System (iPD)* infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.7.1 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

ExeVision must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

1.7.2 Test types

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

a. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment

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for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

b. Load Tests: Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.7.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified.

1.7.5 Scheduling Performance and Stress Testing

ExeVision shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

ExeVision shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not

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damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results.

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure, the goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

b.) ExeVision shall notify the State no later than five (5) business days from the ExeVision's receipt of written notice of the test failure when ExeVision expects the corrections to be completed and ready for retesting by the State. ExeVision will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

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c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by ExeVision based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

d.) ExeVision will be expected to:
1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

e.) ExeVision will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, ExeVision will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, ExeVision will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9   Security Review and Testing

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

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

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

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a

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	computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3rd party Penetration Tests (pen test) or code analysis and review.

ExeVision May be required to provide 3rd party testing. Prior to the System being moved into production ExeVision shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

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

1.11 System Acceptance

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

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

ExeVision shall maintain and support the System in all material respects as described in the applicable program Documentation after User Acceptance and successful completion of the Warranty Period.

1.1 ExeVision's Responsibility

ExeVision shall maintain the Application System in accordance with the Contract. ExeVision will not be responsible for maintenance or support for Software developed or modified by the State.

2. SYSTEM SUPPORT

2.1 ExeVision's Responsibility

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

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

a. Class A Deficiencies (Telephone Support)
For all Class A Deficiencies, ExeVision shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, nine (9) hours per day (8AM – 5PM EST) and five (5) days a week (Monday – Friday) during normal NHDOT business hours with an e-mail / telephone response within two (2) hours of request;

b. Class A Deficiencies (Remote Support)
For all Class A Deficiencies, ExeVision shall provide support with remote diagnostic services, within four (4) business hours of a request; and

c. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within twenty-four (24) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 ExeVision shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 ExeVision shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, ExeVision shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency Solution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

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3.4   ExeVision must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

3.5   If ExeVision fails to correct a Deficiency within the allotted period of time stated above, ExeVision shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1, as well as to return ExeVision's product and receive a refund for all amounts paid to ExeVision, including but not limited to, applicable license fees, within ninety (90) days of notification to ExeVision of the State's refund request

3.6   If ExeVision fails to correct a Deficiency within the allotted period of time Stated above, ExeVision shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.

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EXHIBIT H
REQUIREMENT RESPONSES

Section 1: Business Requirements

Begins on the following page.

NOTE:

ExeVision's Proposal exceeds the 90% requirement for the requirements and deliverables in RFP Appendix C: *System Requirements* (see addendum #1 answer #33). As noted in the Executive Summary, ExeVision is in the process of developing a web-based version of iPD application called iPDWeb. As part of this process the Estimating subsystem, DOT Bid Management system (similar to AEN and the Bidding System), and the Contractor bid creation system are complete and either in production or being implemented. The Construction Management, Materials Management, and Civil Rights subsystems are under development. Table C-2, below, reflects our current status with the web-based subsystems and we note that all functionality listed as "future" C-2 will be available in the application when implemented.

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT ESTIMATE MODULE – APPLICATION REQUIREMENTS (DATA)					
A-1	Ability to develop project estimates by Item number. Item numbers are in accordance with NHDOT Specification Book	M	Y	STANDARD	Project Estimate can be developed with standard item numbers. Estimates can also include one-off items unique to a specific project
A-2	Ability to retain cost weighted averages by Item and Category	M	Y	STANDARD	Cost weighted averages can be calculated based on items and categories
A-3	Ability to limit the update capability of Items and Categories to a select group of Users	M	Y	STANDARD	Administrators my grant users read and/or write access at the subsystem, page, or field level in the iPDWeb application
A-4	When new Items are added, ability to validate that an Item Category is selected or added	M	Y	STANDARD	Items are assigned to categories as part of the standard item list. This information is available for the project when adding items.
A-5	Ability to identify multiple Estimate Funding/Tracking Codes with ability to group Items and Categories within Funding/Tracking Code(s)	M	Y	STANDARD	iPDWeb supports multiple funding sources/codes for groups of items with the ability to set triggers and maximum values for combinations of funding codes
A-6	Ability to develop estimates by Project Type	M	Y	STANDARD	The project type is a property of the project and project estimate.

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
A-7	Ability to develop an estimate having multiple bridges where item costs for each bridge are separate, but can be copied from the first bridge in the list to subsequent bridges, and then edited	M	Y	STANDARD	iPD Web allows the user to cut, copy and paste all levels of the estimate (versions, categories, groups of items, individual items) which will copy every object below that selected object (as well as copying the selected object). You can even copy from one estimate to a different estimate. Once you paste the cut items, you can edit any field in the pasted objects.	
A-8	Ability to import data into an estimate from Excel or other data formats	M	Y	STANDARD	iPD Web provides a menu choice to import a list of item quantities into an estimate. iPD Web ensures that all item numbers are present in the spec book and will flag incorrect item numbers for correction.	
A-9	Ability to link estimates to other source documents or spreadsheets	O	N	Future	Release is considered part of the iPD Precronstruction implementation. 12/12/2014	
A-10	Ability to retain prior estimates (version retention)	M	Y	STANDARD	iPDWeb retains all versions of an estimate	

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	State Requirements				Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A-11	Ability to develop a custom list of Items by Category for individual work groups	M	N	Future	12-Dec-2014. An alternative approach to accomplish the same end goal is to set up template projects that have the Items associated with a category. Then when creating a new estimate, you can use the powerful copy and paste capabilities of the iPD Web Estimate subsystem to copy a category or group from the template project and paste into the new estimate.
A-12	Ability to utilize weighted averages in the development of a project estimate with the following features:		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
	• Allow Item "include/not include" on/off		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
	• On demand Standard Deviation on/off	M	N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
	• Standard Deviation 1.5 on/off		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
	• Text/numeric search/sort on/off		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014

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State Requirements				Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	• Select region where project located		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
	• Select range of item numbers		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
	• Select date ranges of weighted averages		N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014
A-13	Ability to export estimate results to other external systems (STYP-RMS)	M	Y	STANDARD	As discussed in Topics 6 and 21, iPD Web supports a number of different interface methods for exchanging data. Frequently a state's STYP system is interfaced with iPD Web using a data base link. Interfaces are part of the normal implementation process and do not represent a change in implementation cost.
A-14	Ability to integrate estimate with external system (STYP-RMS) to exchange project information	M	Y	STANDARD	As discussed in Topics 6 and 21, iPD Web supports a number of different interface methods for exchanging data. Frequently a state's STYP system is interfaced with iPD Web using a data base link. Interfaces are part of the normal implementation process and do not represent a change in

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
					implementation cost.
A-15	Ability to identify project unit of measure as either imperial or metric	M	Y	STANDARD	When you initially set up a project or estimate, you specify a spec book. That spec book is assigned to different units of measure, such as imperial and metric.
A-16	Ability to track bridges by bridge number	M	Y	STANDARD	iPD Web creates estimates using categories and then lists of items for each category. Each category has a specific name and description that will contain the bridge number.
A-17	Ability to track/report on cost items	M	Y	STANDARD	iPD Web provides a number of standard reports that show all of the items in an estimate. The items may be either cost or non-cost items (bid vs. non-bid from the point of view of the contractor).
A-18	Ability to include additional costs for Special Inspections (bridges) by funding group and track additional costs by both cost and description	M	Y	STANDARD	iPD Web provides for an unlimited number of cost items that can be tracked at the funding group level (category level). Each cost item has both a cost and description.

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A-19	Ability to create funding group descriptions	M	Y	STANDARD	iPD Web allows users with proper authorizations to create funding groups. Each funding group has a number of different sources and descriptions.
A-20	Ability to create a "pick list" of items from a drop-down menu to add to an estimate	M	Y	STANDARD	iPD Web has intelligent search capabilities that allow you to use a standard drop-down picklist that shows items available for inclusion in an estimate. You can search the list using just portions of an item number or portions of an item description. The intelligent search is a very quick way to find the desired item without requiring you know the entire item number.
A-21	Ability to retain Final Project Estimate for historical purposes and integrate with bidder costs	M	Y	STANDARD	iPDWeb retains all versions of an estimate
A-22	Ability to modify/update Master Item list by authorized user(s) only	M	Y	STANDARD	Administrators my grant users read and/or write access at the subsystem, page, or field level in the iPDWeb application
A-23	Ability to select items out of Master Item list for inclusion in estimate	M	Y	STANDARD	All items included in the estimate are either from the standard item list (master list) or defined as unique items that are available for just the specific project for which they are defined.

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| Req # | State Requirements | | | | Vendor |
	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A-24	Ability to add Special Items (Ex: landscape) that are not in Master Item list. Special Items to have structured numbering scheme based on existing business rules with Item description created based on unique numbering	M	Y	STANDARD	iPDWeb allows users to add Special Items that are not in the Master Item list. End users specify the item numbers for these special items. Implementing automated New Hampshire business rules for numbering special items may require custom work, but the Standard functionality of iPD supports the requirement.

PROJECT ESTIMATE MODULE -- APPLICATION REQUIREMENTS (ANALYSIS)

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B-1	Ability to group Items by Categories	M	Y	STANDARD	Estimates have a formal structure that groups items into categories.
B-2	Ability to select and group Items by Project Type	M	Y	STANDARD	iPD Web standard estimate reports group items by Project Type.
B-3	Ability to identify Project cost percentages by Project Type and Category	M	Y	STANDARD	iPD Web standard estimate reports summarize cost percentages by Project Type and Category.
B-4	Ability to estimate Item grouping costs by percentage	M	Y	STANDARD	iPD Web standard reports allow you to create ad hoc reports that estimate item group costs.
B-5	Ability to add cost contingencies by both percentage and flat dollar amount	M	Y	STANDARD	iPDWeb allows users to add items, such as mobilization, contingencies, and construction engineering, to a project with flat dollar amounts or to be calculated based on a percentage.

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
B-6	Ability to update weighted averages and retain quarterly results	M	Y	STANDARD	iPDWeb retains all contractor bid prices with standard reports that include weighted averages over specified time periods.	
B-7	Ability to view weighted average quarterly results with ability to look at last 4 quarters	M	Y	STANDARD	iPDWeb retains all contractor bid prices. iPDWeb includes standard reports of weighed averages over user-specified time periods.	
B-8	Ability to retain Preliminary Design weighted averages	O	N	Future	Release is considered part of the iPD Preconstruction implementation. 12/12/2014	
B-9	Ability to sort Item Groups for the purpose of viewing and generating a report	M	Y	STANDARD	iPD Web standard reports allow you to specify different methods of sorting items.	
B-10	Ability to generate Estimate report with totals on Item, quantity, and cost with validation for a 3-way check (location, summary sheet, and plan)	M	Y	STANDARD	iPD Web standard estimate report shows totals for items.	
B-11	Ability to generate ranking report with State estimate versus Contractor bid results	M	Y	STANDARD	iPD Web standard bid tabulation reports show contractor bid amounts compared to estimate amounts.	
B-12	Ability to generate consecutive Item List report	M	Y	STANDARD	iPD Web standard estimate reports supports sorting on various criteria that can be used to produce a consecutive item list report.	

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Initial All Pages:
ExeVision's Initials: _____

Exhibit H

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B-13	Ability to mine estimate weighted average data (project number, items, units, quantity, price) to generate report with bidder pricing by year, project type, advertising date, standard, item or item range	M	Y	STANDARD	iPDWeb includes an ad hoc reporting capability that can be used to generate reports based on any data field in the database, including those listed to the left.
B-14	Ability to generate estimate by category report	M	Y	STANDARD	iPDWeb standard estimate reports group by categories
B-15	Ability to generate estimate detail report for Final Design	M	Y	STANDARD	iPDWeb standard estimate reports are available for all estimate versions
B-16	Ability to print estimate	M	Y	STANDARD	iPDWeb standard estimate reports may be printed as PDF files.
B-17	Ability to generate ABC Bid data report	M	Y	STANDARD	
B-18	Ability to generate reports by selected date rate for Fiscal Year, Federal Fiscal Year, and Calendar Year reporting	M	Y	STANDARD	iPDWeb includes an ad hoc reporting capability that can be used to generate reports based on any data field in the database, including those listed to the left.
PROJECT ESTIMATE MODULE – APPLICATION REQUIREMENTS (REPORTING)					
C-1	Ability to report on selected and grouped Items by Project Type	M	Y	STANDARD	iPDWeb standard estimate reports allow grouping on various criteria.
C-2	Ability to update weighted averages and retain quarterly results	M	Y	Standard	iPDWeb retains all contractor bid prices. iPDWeb includes standard reports of weighed averages over user-specified time periods.

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C-3	Ability to view weighted average quarterly results with ability to look at last 4 quarters (See Appendix J-1)	M	Y	Standard	iPDWeb retains all contractor bid prices. iPDWeb includes standard reports of weighed averages over user-specified time periods.	
C-4	Ability to sort Item Groups for the purpose of viewing and generating a report (see Appendix J- 2)	M	Y	STANDARD	iPDWeb standard estimate reports allow grouping on various criteria.	
C-5	Ability to generate Estimate report with totals on Item, quantity, and cost with validation for a 3-way check (location, summary sheet, and plan) (see Appendix J-3)	M	Y	STANDARD	iPDWeb	
C-6	Ability to generate ranking report with State estimate versus Contractor bid results (see Appendix J-4)	M	Y	Standard	iPD Web standard reports include bid tabulation reports that list the contractor bids in ranked order and also display the state estimate prices.	
C-7	Ability to generate consecutive Item List report (see Appendix J-5)	M	Y	Standard	Standard iPDWeb report.	
C-8	Ability to mine estimate weighted average data (project number, items, units, quantity, price) to generate report with bidder pricing by year, project type, advertising date, standard, item, or item range (see Appendix J-6)	M	Y	Standard	iPDWeb includes an ad hoc reporting capability that can be used to generate reports based on any data field in the database, including those listed to the left.	
C-9	Ability to generate estimate by category report (see Appendix J-7)	M	Y	Standard	iPDWeb standard estimate reports group by categories	
C-10	Ability to generate estimate detail report for Final Design	M	Y	STANDARD	iPD Web standard estimate reports supports sorting on various criteria that can be used to produce a consecutive	

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	State Requirements				Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
					item list report.
C-11	Ability to print estimate (see Appendix J-8)	M	y	STANDARD	iPDWeb standard estimate reports may be printed as PDF files.
C-12	Ability to generate ABC Bid data report (see Appendix J-9)	M	Y	STANDARD	iPDWeb provides a bid tabulation report that presents the same data as the ABC report in much the same format.
C-13	Ability to generate reports by selected date rate for Fiscal Year, Federal Fiscal Year, and Calendar Year reporting (see Appendix J-10)	M	Y	STANDARD	iPDWeb reports may be set up to be parameter driven, so that users may set the date ranges for specified reports
C-14	Ability to generate Item Master List report (both Standard and Metric) (see Appendix J-11 and J-12)	M	Y	STANDARD	iPDWeb standard reports include an Item Master list that shows all items and may be executed based on the Specification Book (which effectively defines unit of measure - Standard or Metric).
PROJECT ESTIMATE MODULE – APPLICATION REQUIREMENTS (INTERFACES)					
D-1	Ability to interface with STYP-RMS to:	M	Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
	- Identify Improvement Type within Project Phase (PE, ROW, Const.)		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	Identify Force Account Improvement Types		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
	- Exchange data		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
	- Share information		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
	Ability to interface with the Data Warehouse to:		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
D-2	- Validate Project Numbers	M	Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
	- Pull short description		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
	- Pull Federal Number		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.
D-3	Ability to interface with NHFIRST to:	M	Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
	- Upload partial contractor payments from CMS		Y	STANDARD	Creating interfaces is a standard part of the implementation and does not require any additional cost.	
CONSTRUCTION MANAGEMENT MODULE – APPLICATION REQUIREMENTS						
E-1	Ability to record and retain Daily Report information linked to a calendar (See Appendix J-13 – J-14)	M	N	Future	ExeVision has a complete construction management subsystem that has been deployed in a client-server configuration. Notes regarding functionality represent the current functionality in the ExeVision CMS. ExeVision is completing a re-write of the Construction Management subsystem as completely browser based application on Dec 22, 2015.	
E-2	Ability to import 'A' Bidder contract estimate (project initiation) to make contractor payments (See Appendix J-15)	M	N	Future	22-Dec-15	
E-3	Ability to browse project history by: contractor, items, labor type, equipment, activities, day type, productivity, weather, and signoff status showing dates with selected criteria.	M	N	Future	22-Dec-15	
E-4	When browsing project history in E-3, provide ability to drill down into Daily Reports.	M	N	Future	22-Dec-15	
E-5	Ability to sign/lock Daily Report limited to a select User group.	M	N	Future	22-Dec-15	
E-6	Allow multi-user access/update capability on a single Daily Report at the same time. Stamp entries with User-ID	M	N	Future	22-Dec-15	

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
	or initials.					
E-7	Provide radial buttons on calendar with color coded dates for searching (Ex: equipment/labor – blue, Item comments – yellow, Item description – white)	O	N	Future		22-Dec-15
E-8	Ability to interface or provide a shared view with Administrative Engineering (AEN) for contractor information.	M	N	Future		22-Dec-15
E-9	Ability to interface or provide a shared view with CAMS.	M	N	Future		22-Dec-15
E-10	Ability to interface or provide a shared view with a fuel price database.	M	N	Future		22-Dec-15
E-11	Ability to generate a Completion Chart.	M	N	Future		22-Dec-15

E-12	Ability to record and retain Quantity Book information:
	  - Identify source of information
	  - Date
	  - Remarks
	  - Quantity for Item
	  - Accumulated (Auto-total)
	  - Link to Record Book
	  - Link to Balance & Excess
		M	N
			N
			N
			N
			N
			N
			N
			N
				Future
				Future
				Future
				Future
				Future
				Future
				Future
				Future
						22-Dec-15
						22-Dec-15
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						22-Dec-15
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E-13	Ability to create Quantity Book report of information by Item number, App Code, contract total, contract price, and work remaining with drill down to see Item history detail. (See Appendix J-16 – J-17)	M	N	Future		22-Dec-15

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
E-14	Ability to do advance fuel calculations (auto-calc) for Balance & Excess. (See Appendix J-18)	M	N	Future		22-Dec-15
E-15	Ability to generate Balance & Excess report.	M	N	Future		22-Dec-15
E-16	Ability to add items and/or dollars to Balance & Excess	M	N	Future		22-Dec-15
E-17	Ability to change Quantity Book and Record Book page numbers.	M	N	Future		22-Dec-15
E-18	Ability to generate Item index/consecutive items report.	M	N	Future		22-Dec-15
E-19	Ability to record and retain a Record Book. (See J-19)	M	N	Future		22-Dec-15
E-20	Ability to add work to a project by:		N	Future		22-Dec-15
	- Linking to the Master Item list		N	Future		22-Dec-15
	- Generating a supplemental agreement		N	Future		22-Dec-15
	- Identifying Lump Sum items	M	N	Future		22-Dec-15
	- Identifying Cost Plus items		N	Future		22-Dec-15
	- Identifying Extra Work (cost to be determined)		N	Future		22-Dec-15
E-21	Ability to generate reports:		N	Future		22-Dec-15
	- Quantity Book		N	Future		22-Dec-15
	- Daily Report		N	Future		22-Dec-15
	- Balance & Excess	M	N	Future		22-Dec-15
	- Record Book		N	Future		22-Dec-15
	- Partial Estimate (work done in period plus backdated entries minus work without certificates of compliance)		N	Future		22-Dec-15

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
	- Certificate of Compliance		N	Future		22-Dec-15
	(See J-20 – J-23)		N	Future		22-Dec-15
E-22	Ability to print preview reports, modify printer setup, print to .pdf, and allow full feature printing of reports.	M	N	Future		22-Dec-15
	Ability to interface with Labor Compliance for:		N	Future	Payroll compliance and tracking is considered part of the Civil Rights subsystem and will be available in production on 12-Oct-16	
E-23	- Sub-contractor information	M	N	Future		12-Oct-16
	- Calendar of payroll dates worked		N	Future		12-Oct-16
	- Identification of missing payrolls		N	Future		12-Oct-16
	- Ability to enter payrolls		N	Future		12-Oct-16
	- Generation of payroll logs report		N	Future		12-Oct-16
	- Generation of Compliance report		N	Future		12-Oct-16
	Ability to generate Completion reports used for liquidated damages showing:		N	Future		22-Dec-15
E-24	- Subnormal weather	M	N	Future		22-Dec-15
	- Subnormal non-weather		N	Future		22-Dec-15
	- Extenuating circumstances		N	Future		22-Dec-15
	- Time extensions		N	Future		22-Dec-15
	- Completion cetificates		N	Future		22-Dec-15
	(See J-24 – J-26)		N	Future		22-Dec-15

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
E-25	User Help Screens	M	N	Future	All iPDWeb and iCX applications include on-line help screens. As the CMS subsystem is completed it will include help screens. Completion date is 22-Dec-15
E-26	Ability to operate application on smart phone(s)	O	N	Future	22-Dec-15.
MATERIALS MANAGEMENT MODULE – APPLICATION REQUIREMENTS					
F-1	Ability to change and modify materials testing specifications as needed, on an ongoing basis with retroactive capability by date, lot, and project	M	N	Future	Option of overwriting a fail to be able to use a specific material on a project. Keep original spec, apply new spec standard for pass/fail. Create new record to show current status based on new sample and specification. 1) change spec 2) new spec apply to results from the past, select based on date, lot or project number. Trail of evidence. The iPDWeb Materials Management Subsystem is expected to be ready for production deployment by 22-Dec-15.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
F-2	Ability to create new material tests (with specification) by material/product	M	N	Future	Material name and description. Agency defines the materials and level of detail. They determine the specification that applies to that material. Spec line, show specifications that apply to that material. Agency will select the spec ranges and limitations of the materials. Agency will build the table based on their needs, not on everything available. In this window the user is allowed to select from a list of existing Material Specifications or Material Tests, or to Select "New Specification" or "New Test". (Each specification would list the associated test(s). Each Test would list the related specification(s).) A specification will likely include a paragraph that generally defines the purpose and scope of the specification. A specification will likely include objective limits, typically numerical (a range such as −x to +y, 0 to x, x to y, x to infinity), but could include non-numerical determinations (for example; color; yellow, white. Hardness: soft, hard).	

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					Tests will be designated to determine a particular sample's results that can then be judged against the specification range to determine compliance. A "Test", depending on the agency's policy or practice could be one test or a series of tests that combine and constitute one "Test". A given specification may call for tests that are also called by other specifications. A given test may be applicable to many different specifications. (Note: other Materials systems split Specifications and Tests into two or more windows and handle the basic set-up of each separately. The specifications and tests are associated with each other and with materials and products as necessary during the set-up process.)

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Req #	Requirement Description	Criticality		Vendor Response	Delivery Method	Comments
F-3	Ability to limit access to test results by material, user, and user group	M		N	Future	Access to test results by user and group are accomplished with access rights established upon initial login through iPD. Viewing results by material is a function of reporting and access to reports based on user and group access rights. The user is allowed to access the list of results and the list may be filtered by many criteria including Materials. 22-Dec-15.
F-4	Ability to record/retain multiple level test results including pass/fail and bonus/penalty amounts	M		N	Future	We will retain test results. We know if it is pass/fail. We assume by "multiple level" the Agency is referring to acceptance test, versus quality control, versus quality assurance, versus initial approval, etc. There needs to be a designation so that a particular sample can be split into multiple samples, or multiple similar samples can be designated as one level or another. Bonus/Penalty typically will be project specific based on the specifications associated with the project. It is also possible that a single sample (taken at a centrally located plant) might apply to more than one project with different

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	comments
					bonus/penalty requirements. 22-Dec-15.
F-5	Ability to do Quality Control/Quality Assurance tests and capture results	M	N	Future	Two different level tests. Relates to F-4. Quality Assurance = testing. Quality Control is processes.
F-6	Ability to do group test results and pass/fail on a group	M	N	Future	Rule over which whole group pass or fail. Single sample with multiple test on different specimen. Dependent on agency testing terminology and specs (multiple test results combined to determine pass/fail) Related to tests of particular materials, such as bolts where the exact same test is run on a designated number of bolts and the lot

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					of bolts will pass or fail on the basis of the group instead of any particular bolt. 22-Dec-15.
F-7	Ability to do group testing, then modify specification after test results, and apply the new specification back to the group that has been tested	M	N	Future	Similar to F-1 but applies to groups. 22-Dec-15.
F-8	Ability to generate a specification based on a test result	M	N	Future	Allow Jump to Material Specification and Tests window while a test result is displayed and add a new specification or test. The window would automatically associate the appropriate material or product. Used for new materials for which a current specification does not exist. Select existing test results as input for new specification. 22-Dec-15.

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Req #	Requirement Description	Criticality		Vendor Response	Delivery Method	Comments
F-9	Ability to compare test results to each other	O		N	Future	Allow selection of multiple tests and compare test results. Analyze tests and groups of tests. Filter list for type and date range. The window would allow the user to multi-select entries from the list and simply list the results for visual comparison OR review options for an analysis tool to apply to the selected records. Graphs, basic statistical analysis. 22-Dec-15.
F-10	Ability to perform a material test, compare results to a specification, and pass or fail a material test based upon the specification	M		N	Future	Record Pass/Fail based on specification. Simplest case.
F-11	Ability to establish pay factors by sub-lot or multiple sub-lots based upon multiple factors (ex: thickness, density, consistency, etc.)	M		N	Future	A generic process that this special case. Allow tests to be identified as part of a sublot, associate multiple sublots, establish pay factors on multiple criteria (thickness, density, consistency, etc.). The window would automatically cluster sublots so they could be multi-selected (or the agency may designate some criteria that could be used to automatically multi-select). Once selected the group of tests can be exposed to a special case of the analysis tool mentioned above in #7 with the

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					yield of the analysis being the pay factor. 22-Dec-15.
F-12	Ability to do analysis of both individual tests, multiple tests, and group tests with an ability to group, sort, organize, and retain/store results	M	N	Future	Allow selection of multiple tests and compare test results. Analyze tests and groups of tests. The window would allow the user to multi-select entries from the list and simply list the results for visual comparison OR review options for an analysis tool to apply to the selected records. We will allow group, sort, and organize of test results. 22-Dec-15.
F-13	Ability to generate both paper and electronic reports (.pdf, Word, Excel)	M	N	Future	Reports can be printed in paper and electronic forms including pdf, Word, Excel, etc. See Section D-1 Topic 3 for an in depth discussion on reporting capabilities. 22-Dec-15.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	(See Appendix J-27 through J-31)				
			N	Future	
F-14	Ability to Email electronic reports	M	N	Future	Once saved, electronic reports are attached to an email using an existing email application. As a custom requirement, it would be possible to call the email application within the materials. 22-Dec-15.
F-15	Ability to retain historical records/reports	M	N	Future	All historical records are maintained for future access. Report templates, once created, are retained and specific reports, once run, may be saved in multiple formats including PDF, xls, txt, csv, etc. 22-Dec-15.
F-16	Ability to record and retain test results (both input and output) with multiple input sources (user groups)	M	N	Future	Identify the source of test results at both the individual and group level. 22-Dec-15.
F-17	Ability to have group level access and user level access with security	M	N	Future	Access the materials functionality and to test results by user and group are accomplished with access rights established upon initial login through iPD and managed by iPD security processes within the application. 22-Dec-15.
F-18	Ability to interface with a Salt database to share test results	M	N	Future	Will write a data interface to the SALT database. 22-Dec-15.
F-19	Ability to share data with external systems and users	M	N	Future	22-Dec-15.

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
F-20	Ability to report trends in stored test results	M	N	Future	22-Dec-15.
CIVIL RIGHTS MODULE –APPLICATION REQUIREMENTS					
G-1	Ability to manage vendors, including contact information and contractor/ subcontractor relationships, within a given project	M	Y	STANDARD	Contractor/Subcontractor relationships and commitments are managed at the project level.
G-2	Ability to track construction contracts by vendor, project, and dates of award, including the ability to track contract amounts individually by funding source, DBE amounts, and prime contractor/subcontractor amounts (See Appendix J-32)	M	Y	STANDARD	iPDWeb provides standard report that tracks this information.
G-3	Ability to track contract payments from both the Prime Contractor and all sub-contractors. (See Appendix J-33)	M	Y	STANDARD	Tracking payments to subcontractors is available in the current subcontract function.
G-4	Ability to track vendor training by class, date, and both the company name and all individual names attending on behalf of the company	M	N	Future	ExeVision has a complete Civil Rights subsystem that is currently deployed as client-server application. ExeVision is currently developing the web-based Civil Rights subsystem that implements at a minimum the functionality in the client-server application. The iPDWeb Civil Rights subsystem is expected to be ready for deployment to Production on 12-OCT-2016.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
G-5	Ability to track inspections and inspection results	M	N	Future	Inspections are considered part of the Materials Management Subsystem and will be available when that is released. 22-Dec-15
G-6	Ability to track vendor certifications, OFC forms, insurance, performance bonds, with ability to add/change forms to be tracked and alert staff when expirations are upcoming	M	N	Future	12-Oct-2016
G-7	Ability to track annual gross receipts by project and annual gross income for DBEs	M	N	Future	12-Oct-2016
G-8	Ability to track work performed within a contract by NAICS code, NAICS subsector, and NAICS item	M	N	Future	12-Oct-2016
G-9	Ability to track rates paid to subcontractors and record any discrepancies	M	N	Future	12-Oct-2016
G-10	Ability to record and process wage rate data requests by project name, project number, and wage rate classification, including wage rate request findings	M	N	Future	12-Oct-2016
G-11	Ability to differentiate work performed by various DBE categories (ex: MBE, MWBE, WBE, etc.)	M	N	Future	12-Oct-2016
G-12	Ability to record various project contact types and related contact information	M	N	Future	12-Oct-2016
G-13	Ability to record State/county or multiple State/counties where the project is located, including neighboring States/counties	M	Y	STANDARD	Project location is tracked in the iPD Estimate subsystem when projects are set up. Multiple counties are supported.

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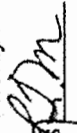|	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
G-14	Ability to record ethnic codes of DBEs	M	Y	STANDARD	When companies/vendors are set up in iPD Company maintenance, you assign a DBE type code which can reference ethnic codes.
G-15	Ability to record Items of work for subcontractors	M	Y	STANDARD	Commitments of specific work items are tracked in iCX and the Subcontracts module.
G-16	Ability to record outcomes of inspection reviews	M	N	Future	Inspections are considered part of the Materials Management Subsystem and will be available when that is released.
G-17	Ability to record work types for DBEs	M	N	Future	12-Oct-2016
G18	Ability to individually identify Users of the Labor Compliance software, maintain contact information of these Users, and differentiate transactional data created by these Users within the module	M	N	Future	12-Oct-2016
G-19	Ability to establish DBE goals, DBE goals by State county, and track performance of established goals. (See Appendix J-34)	M	N	Future	12-Oct-2016
G-20	Ability to generate standard reports:				
	- Wage Rate Request		N	Future	12-Oct-2016
	- Active Projects	M	Y	STANDARD	This report is part of the standard reports available in iPD Estimate and EBS subsystems
	- Project Analysis		Y	STANDARD	This report is part of the standard reports available in iPD Estimate and EBS

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Req #	Requirement Description	Criticality		Vendor Response	Delivery Method	Comments
						subsystems
	- Complete DBE Directory			Y	STANDARD	This report is part of the standard reports available in iPD System Maintenance (Company)
	- Uniform Report of DBE Awards or Commitments and Payments			N	Future	12-Oct-2016.
DBEs	- Quarterly Report of Payments Made to			N	Future	12-Oct-2016.
	- Monthly DBE Renewal Letter			N	Future	12-Oct-2016.
	- Recertification Letter			N	Future	12-Oct-2016.
	- Annual No Change Affidavit			N	Future	12-Oct-2016.
	- Statement of Personal Net Worth			N	Future	12-Oct-2016.
	- Interstate Affidavit of Disclosure			N	Future	12-Oct-2016.
	(See Appendix J-35 through J-41)					
G-21	Ability to search database and generate ad hoc reports	M		Y	STANDARD	iPD Web includes an ad hoc report writing tool
G-22	Ability for contractors to upload certified payroll and allow monitoring of wage reports in compliance with US Department of Labor (USDOL) requirements	M		N	Custom	This requires an interface to the Contractor payroll system. Contractors use many different payroll systems and building the necessary interfaces for every payroll system is too open ended. ExeVision proposes initially creating interfaces for 2 payroll systems. This

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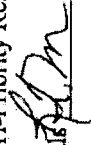|	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
					would be 240 hours. Standard rate of $150/hr.	
G-23	Ability to track workforce utilization	M	N	Future		12-Oct-2016.
G-24	Ability to ensure compliance with Federal, State, and local wage rules	M	N	Future		12-Oct-2016.
G-25	Ability to export data	O	Y	STANDARD	Topic 21 discusses iPDWeb interface capability. Additionally, it is possible to use the ad hoc reporting tool to produce export files.	
G-26	Ability to perform DBE Commercial Useful Function (CUF) reviews by project and by DBE contractor, and to record results with ability to record multiple reviews for multiyear projects by date. (See Appendix J-42)	M	N	Future		12-Oct-2016.
G-27	Ability to perform employee interviews by project and contractor and to record results	M	N	Future		12-Oct-2016.
G-28	Ability to assign a number of On-The-Job Trainees (OJT) per project and to record name, training category, number of hours per category, number of hours completed in training progression, start date, and company OJT employed by. (See Appendix J-43 through J-45)	M	N	Future		12-Oct-2016.

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
G-29	Ability to record DBE certification information including: owner %, category (MBE/WBE), ethnicity, SBA size standard, PNW, gross receipts with 3 year average, controller type, certification date, renewal date, NAICS code the DBE is certified in, and contact information. (See Appendix J-46)	M	N	Future		12-Oct-2016.
G-30	Ability to create mailing lists and generate letters to contractors by contract type	M	N	Future		12-Oct-2016.
G-31	Ability to create Federal Highway Construction Contractors Annual EEO Reports (FHWA Forms 1391 and 1392) with ability to identify contractor work force for last full pay period in July. (See Appendix J-47 through J-48)	M	N	Future		12-Oct-2016.
G-32	Ability to create Interstate DBE Certification Request Form. (See Appendix J-49)	M	N	Future		12-Oct-2016.
ELECTRONIC BIDDING MODULE –APPLICATION REQUIREMENTS						
H-1	Ability to advertise DOT Engineers' Project Estimate and Specification (PS&E) for electronic bidding	M	Y	STANDARD	iPDWeb sends Item lists and links to project specifications to the Vault where contractors may view them and download them to prepare bids.	

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H-2	Ability for Contractor to create and submit electronic bids	M	Y	STANDARD	Contractors use their browser to access the iCXWeb (interactive Contractors eXchange) to download bid packages and prepare their bids including item prices, certifications, addenda acknowledgements, and subcontract commitments. The contractor bids are submitted over the internet to the iCX Vault.
H-3	Ability to identify tasks required to submit a responsive electronic bid. Tasks to include, but not limited to: submittal of bid item prices, Addenda acknowledgement, certification completion, financial and/or other document submissions, bid bonds, and digital certificate validation	M	Y	STANDARD	Contractors use their browser to access the iCXWeb (interactive Contractors eXchange) to download bid packages and prepare their bids including item prices, certifications, addenda acknowledgements, bid bonds and subcontract commitments. The contractor bids are submitted over the internet to the iCX Vault.

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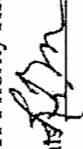|	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H-4	Ability to withdraw previously submitted bid(s), edit bid, and/or resubmit bid	M	Y	STANDARD	Contractors may submit bids to the Vault as often as they desire. The contractor may withdraw a bid or just submit a new bid. The last bid submitted by the contractor is the official bid and that is the one that is downloaded during bid opening.
H-5	Ability to ensure accurate Contractor bids by eliminating mathematical errors and non-responsive or incomplete bid submissions .	M	Y	STANDARD	iCX Web does not allow contractors to submit bids to the Vault if they have not provided a price for every item, have not completed every required certification, acknowledged each addenda, provided bid bond information (electronic bid bond number or check number, when checks are acceptable).
H-6	Web based module that is intuitive and easy to use	M	Y	STANDARD	iCX is developed using a industry standard design principles for browser-based rich user interfaces (RUI). iCX has been deployed in other states and requires very little contractor training (many contractors submit their first bids without ever attending the offered training sessions)

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H-7	Dynamic data input with real-time results	M	Y	STANDARD	iCX interacts with the Vault database using asynchronous Javascript with XML (AJAX) interactions to provide for dynamic field validations and computations.
H-8	Compatible with 3rd party bid preparation packages (ex: Bid2Win, Hard Dollar, etc.). Identify packages compatible within Comments section	M	Y	STANDARD	iCX supports exports and imports for obtaining item prices for various 3rd party packages, including Bid2Win, Hard Dollar, HCSS, Excel spreadsheet.
H-9	Secure environment with:		Y	STANDARD	
	- Bid Encryption	M	Y	STANDARD	Bids are encrypted using a hashing algorithm and are sent across the network using HTPPS protocol. The encrypted bid file is stored in the iCX Vault in addition to being decrypted and stored in the database.
	- fully redundant failover		Y	STANDARD	All hardware components used in the iCX/Vault solution have full redundancy, include network connections, power supplies, web servers and database servers. In addition to the fully redundant primary site, ExeVision maintains a separate facility for business continuity in case of a disaster at the primary site.

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	- secure repository		Y	STANDARD	The web and database servers used by iCX are located in a physically secure environment that requires biometric identification to enter. The servers are isolated behind a firewall and intrusion detection devices.
	- 99.99% availability		Y	STANDARD	ExeVision service level agreement (SLA) for the iCX and associated vault is 99.99% availability.
H-10	Ability to move (postpone) Bid Opening Dates	M	Y	STANDARD	Agency personnel may create an Addendum that moves Bid Opening Dates after the contract is sent to the Vault. The contractors receive notification the bid opening date is changed.

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Section 2: Application Software

APPLICATION REQUIREMENTS

	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
TECHNICAL					
R-1	The Solution must define compliance with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats	M	Y	STANDARD	Topic 32 describes ExeVision response to Open Standards
R-2	The Solution must conform with the following W3C standards:	M			iPD Web and iCX use 3rd party components to create web pages and these components comply with W3C standards for XHTML 1.0, CSS 2.1, and XML 1.0
	- XHTML 1.0		Y	STANDARD	
	- CSS 2.1		Y	STANDARD	
	- XML 1.0 (fourth edition)		Y	STANDARD	
R-3	The Solution must be able to interface:	M	Y	STANDARD	
	- Oracle databases		Y	STANDARD	The hosted solution proposed by ExeVision uses an Oracle database as the backend data store.

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	- MS SQL Server databases		Y	STANDARD	Changing the iPDWeb application to run using a SQL Server database requires simply changing settings in the web configuration file.
R-4	The Solution must use Graphical User Interface Technologies	M	Y	STANDARD	iPD Web and iCX are browser-based applications that are based on modern graphical user interface technologies.
R-5	The Solution must be Web-based compatible (Internet Explorer preferred)	M	Y	STANDARD	iPD Web and iCX are browser-based applications that will run on modern browsers including Internet Explorer, Firefox, and Chrome

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
R-6	The Solution must support this client - Microsoft Win7, Office Professional Version 2010, and Internet Explorer 8	M	N	Not Proposing	The iPD application is designed to run on current, modern browsers. IE8 has been desupported by Microsoft on some platforms and the support on all platforms is sunsetting. ExeVision's experience with IE8 on contractor's desktops (iCX for bid submissions) has been that contractors are operating on modern browsers and the lack of IE8 has not deterred contractors from using iCX.
R-7	The Solution must use a version control system for code management	M	Y	STANDARD	Development environment for iPD Web and iCX is Visual Studio combined with the Team Foundation Source Control System (TFS)
R-8	The Solution must not require JAVA	M	Y	STANDARD	There are no JAVA requirements for iPD Web or iCX

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APPLICATION REQUIREMENTS

	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY					
S-1	Verify the identity or authenticate all system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	STANDARD	As discussed in Topic 4, iPD Web uses both certificate-based Web Services and hashed Web Services that ensure only authenticated systems make web service calls to iPD Web
S-2	Verify the identity or authenticate all of the system's human users, before allowing them to use its capabilities, to prevent access to inappropriate or confidential data or services.	M	Y	STANDARD	Users of the iPD Web application may access the system data and functions only by logging into the application using the login screen. Each user has a unique username and a password that must be entered before any access is available. Users are assigned to security roles that limit the data they may view and the application functions available to them.

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
S-3	Enforce unique user names.	M	Y	STANDARD	All users, including contractor employees, are assigned a unique username	
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide *User Account and Password Policy*	M	N	Future	12-Dec-14	
S-5	Enforce the use of complex passwords for general users using capital letters, numbers, and special characters in accordance with DoIT's statewide *User Account and Password Policy*	M	N	Future	12-Dec-14	
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	STANDARD	Communications between the browser and application server use the HTTPS protocol. The password is encrypted when stored in the database.	
S-7	Expire passwords after 90 Days	M	N	Future	12-Dec-14	
S-8	Authenticate users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	STANDARD	Topic 4 describes in detail the authentication required for users and service requests.	

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	Y	STANDARD	Each Agency controls the security roles and assignments of individual to security roles. Consequently, the agency has precise control of the number of people who can grant authorizations for iPDWeb.
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	STANDARD	During implementation the length of inactivity before timeout occurs is set as a configurable option.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	STANDARD	ExeVision conducts internal audits and reviews to ensure the iPDWeb application is secure and hardened against know security flaws.
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	STANDARD	Authentication credentials are stored encrypted in the database.
S-13	Audit all attempted accesses that fail identification, authentication, and authorization requirements	M	N	Future	12-Dec-14

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for three (3) years.	M	Y	STANDARD	As discussed in Topic 4, iPD Web stores the contractor bids as encrypted XML files and maintains those files for repudiation efforts.	
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	STANDARD	Users log off the system and all memory structure relating to the session are removed. iPD Web does not store any cookies or other information on the browser computer.	
S-16	Use only the Software and System Services designed for use.	M	Y	STANDARD	The web application server ensures that only current software and services are available.	
S-17	The application Data shall be protected from unauthorized use when at rest	M	Y	STANDARD	Data is stored in the Oracle database and is protected against access outside of he database management system.	

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	STANDARD	iPDWeb has two orthogonal security dimensions that restrict individuals from seeing information that should be restricted. First, users are assigned security roles that limit what screens or reports they have access to use. Second, projects and related project data are assigned to organizations and users are likewise assigned to organizations. An individual only sees project data that belongs to the organization to which he belongs also.
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	STANDARD	iPDWeb employs extensive functional testing that includes ensuring security features are working with each software modification.
S-20	Create change management documentation and procedures	M	Y	STANDARD	

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Section 3: Hardware

ExeVision is proposing a fully hosted solution. The only hardware requirements for New Hampshire are a computer with a modern browser. Hardware specifications for the Hosting Environment are discussed in Topic 28, "Hosted System".

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Section 4: Testing

TESTING

	State Requirements		TESTING		
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Vendor Comments**
APPLICATION SECURITY TESTING					
T-1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Y	STANDARD	
T-2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture to provide the necessary confidentiality, integrity and availability.	M	Y	STANDARD	ExeVision works with the hosting facility to test the physical security controls. ExeVision conducts security testing on all aspects of the application.
T-3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Y	STANDARD	Standard Intrusion detection reports show the IP addresses of people attempting to access the system.
T-4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Y	STANDARD	
T-5	Test for encryption; supports the encoding of data for security purposes	M	Y	STANDARD	
T-6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Y	STANDARD	Standard Intrusion detection monitoring test.

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	State Requirements		Vendor 1		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T-7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application, or network	M	Y	STANDARD	
T-8	Test the Digital Signature; guarantees the unaltered state of a file	M	Y	STANDARD	iPDWeb uses hash values as the default method to guarantee the unaltered state of a file. The iPDWeb application may be modified to use a third-party digital signature authority if desired by NHDOT
T-9	Test the User Management feature; supports the administration of computer, application, and network accounts within an organization.	M	Y	STANDARD	
T-10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application, or network	M	Y	STANDARD	
T-11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Y	STANDARD	
T-12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y	STANDARD	
T-13	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Y	STANDARD	

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	State Requirements				
				Vendor	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
T-14	The Vendor must perform application testing using an industry standard and State approved testing methodology.	M	Y	STANDARD	The ExeVision testing methodology is based on the IEEE 829 Standard for Software and System Test Documentation
T-15	All testing results must be shared with the State.	M	Y	STANDARD	
T-16	The Vendor must perform application stress testing and tuning.	M	Y	STANDARD	Stress testing is a part of ExeVision's test plan.
TESTING Procedures					
T-17	Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State. Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.	M	Y	STANDARD	ExeVision's test methodology will be coordinated with NHDOT's testing methodology, and will tie into the requirements listed here.
	Unit Testing				

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T-18	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.	M	Y	STANDARD	Application testing starts with testing at the component level to verify inputs, outputs, and processing logic. In conjunction with manual testing, automated tests are created to use for regression testing.
	System Integration Testing				
T-19	The Systems Integration Test is performed in a test environment, validates the integration between the individual unit application components, and verifies that the new System meets defined requirements and supports execution of interfaces and business processes.	M	Y	STANDARD	After unit testing, system integration testing is performed in the internal testing (ITEST) environment to verify the State's business requirements and subsystem interfaces.
T-20	Emphasizes end-to-end business processes and the flow of information across applications and modules. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.	M	Y	STANDARD	Unit testing includes validation of the data across the IPD subsystems including external interfaces and printing.

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T-21	The State will conduct System Integration Testing utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its modifications, fixes, and other System interactions with the Vendor supplied interfaces. The State will also use System Integration Testing to validate Software Solution.	M	Y	STANDARD	ExeVision will provide test scripts to be used as a basis for the states unit testing.
	Conversion/Migration Validation Testing				
T-22	The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.	M	Y	STANDARD	Testing of the converted data will include replicating the entire project life cycle to verify the data has been converted to the
	Installation Testing				
T-23	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.	M	Y	STANDARD	The development and initial testing of the NHDOT specific changes includes the regular installation of new builds of code for testing and review which are used to validate the installation process. A formal test of the installation process will be included as part of the user acceptance testing.

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	State Requirements			Vendor	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
	User Acceptance Testing (UAT)				
T-24	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.	M	Y	STANDARD	Test scripts to verify the functionality of the entire implementation will be provided to NHDOT for the UAT.
T-25	The Vendor's Project Manager must certify in writing that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.	M	Y	STANDARD	The ExeVision project manager will certify in writing that all internal testing has been satisfactorily completed and the test results will be sent to NHDOT.
T-26	The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities	M	Y	STANDARD	ExeVision will provide all the necessary testing information to NHDOT prior to User Acceptance Testing
T-27	UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.	M	Y	STANDARD	The performance and stress testing will be included as part of the UAT.

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T-28	Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section H-25.10.1: Warranty Period.	M	Y	STANDARD	

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Section 5: Hosting--Cloud Requirements

HOSTING-CLOUD REQUIREMENTS (IF APPLICABLE)					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
W-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.
W-2	State access will be via Internet Explorer	M	Y	Standard	iPD Web supports modern browsers include Internet Explorer, Chrome, and Firefox
W-3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	N	Not Proposing	Typically interfaces will be necessary to pull data from iPD Web and ExeVision would write those web services that may be called by other New Hampshire parties. To maintain the highest levels of security and be able to ensure the system availability requirements, no direct access by VPN is provided to the hosted database servers or application servers. If New Hampshire has specific needs for this type of

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HOSTING-CLOUD REQUIREMENTS (IF APPLICABLE)

	State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor Comments	
					direct access, ExeVision is happy to discuss those specific requirements to jointly determine the best solution.	
W-4	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Win7 Professional Version 2010, Internet Explorer 8, and 128 bit encryption.	M	N	Not Proposing	The iPD application is designed to run on current, modern browsers. IE8 has been desupported by Microsoft on some platforms and the support on all platforms is sun setting. ExeVision's experience with IE8 on contractor's desktops (iCX for bid submissions) has been that contractors are operating on modern browsers and the lack of IE8 has not deterred contractors from using iCX.	
W-5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Y	Standard		

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HOSTING-CLOUD REQUIREMENTS (IF APPLICABLE)

	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-6	Vendor will not be responsible for network connection issues, problems, or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Y	Standard	
W-7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.
W-8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.
W-9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.
W-10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.
W-11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at full load for a period not less than 1 ½ days of operation.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.

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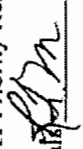ExeVision's Initials

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	State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
W-12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.	
W-13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.	
W-14	The Data Center must be physically secured – restrict access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	Standard	Topic 28 describes the ExeVision application hosting proposal.	
W-15	Vendor must monitor the application and all servers.	M	Y	Standard	ExeVision monitors that application and servers using external Website monitoring software and internal (ViaWest question)	
W-16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Y	Standard	ExeVision manages the databases and services on all servers	
W-17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	Standard	ExeVision assumes the responsibility for ensuring that all security software is kept up to data with vendor software patches and releases.	
W-18	Vendor shall monitor System, security, and application logs.	M	Y	Standard	ExeVision monitors the system, security, and application logs.	

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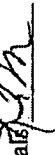ExeVision's Initials:

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-19	Vendor shall manage the sharing of data resources.	M	Y	Standard	ExeVision manages all access to the database and application servers and the allocation of those resources.
W-20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	Standard	ExeVision provides all of the necessary database management activities necessary to ensure that iPDWeb data is available in case of a database failure.
W-21	The Vendor shall monitor physical hardware.	M	Y	Standard	ExeVision provides 24x7 monitoring of the computing resources.
W-22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	Standard	ExeVision policies require that we notify our customers in the event of any security breach.
DISASTER RECOVERY					
W-23	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	Standard	See sample Disaster Recovery Plan in Appendix "L".
W-24	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	Standard	See sample Disaster Recovery Plan in Appendix "L".

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	State Requirements				Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-25	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	Standard	The hosted solution architecture provides equipment redundancy. When any piece of equipment in the hosted solution fails, ExeVision is responsible for replacing that hardware.
W-26	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	Standard	The database runs in log archiving mode, so that hot backups of the database files are made on a scheduled basis. The database does not need to be shut down to make backups. The database may be restored to the current state should the database computers fail. These backup and recovery processes are tested on a quarterly basis.
W-27	Back-up copies of data are made for the purpose of facilitating a restoration of the data in the event of data loss or System failure.	M	Y	Standard	Regular backup copies of the database, application, and uploaded files for the purpose of disaster recovery
W-28	Scheduled backups of all servers must be completed regularly. At a minimum, Blue host servers shall be backed up nightly, with one daily, one weekly, and one monthly data backup stored in a secure location to assure data recovery in the event of disaster.	M	Y	Standard	See Topic 12, Backup and Recovery
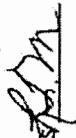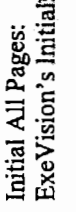
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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
W-29	The minimum acceptable frequency is differential backup daily and complete backup weekly.	M	Y	Standard	The database runs in log archiving mode, so that hot backups of the database files are made on a scheduled basis. The database does not need to be shut down to make backups The database may be restored to the current state should the database computers f	
W-30	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	Standard	Hot backups are made of the application and SecureVault databases daily. Sixty (60) days of backups are retained, and a weekly cold backup is stored off site.	
W-31	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	M	Y	Standard	iPDWeb does not store private, personally identifiable information. It stores names and work phone numbers and work addresses. These phone numbers and addresses can be stored encrypted if deemed necessary by the state.	

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-32	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	Standard	Secondary standby database and application servers are provided at a data facility located approximately 500 miles from primary data facility. The *iPD* application, the *iCX* application, and the Secure*Vault* are deployed on redundant servers in the primary data facility. In the event of complete loss of the primary facility, network traffic is switched to the secondary site and *iPD* application, the *iCX* application, and the Secure*Vault* operations continue normally. The secondary databases are kept current using Oracle log shipping technology. The database transaction logs created by the Oracle database are shipped to the secondary site and are applied to the standby database. Log file switches occur as the transaction fills a log file or every 30 minutes, whichever is

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
					more frequent. The Recovery Time Objective (RTO) is less than 12 hours and the Recovery Point Objective is less than 4 hours.
NETWORK ARCHITECTURE					
W-33	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	Standard	
W-34	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Y	Standard	
W-35	Where redundant connections are not provided, the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Y	Standard	
W-36	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	Standard	

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	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-37	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server, (i.e. resources not in the DMZ), the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	N	Not Proposing	Typically interfaces will be necessary to pull data from iPD Web and ExeVision would write those web services that may be called by other New Hampshire parties. To maintain the highest levels of security and be able to ensure the system availability requirements, no direct access by VPN is provided to the hosted database servers or application servers. If New Hampshire has specific needs for this type of direct access, ExeVision is happy to discuss those specific requirements to jointly determine the best solution,
HOSTING SECURITY					
W-38	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y	Standard	
W-39	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	Standard	
W-40	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall	M	Y	Standard	Topic 4 provides additional details about the security capabilities provided with the hosted iPD solution.

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	protection.				
W-41	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture to provide confidentiality, integrity and availability.	M	Y	Standard	
W-42	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	Standard	
W-43	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	Standard	See Topic 4, System Security
W-44	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	Standard	
W-45	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	Standard	
W-46	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Y	Standard	ExeVision will work with New Hampshire to determine mutually acceptable auditing
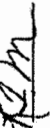
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| | State Requirements | | | Vendor | |
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
					practices.
W-47	The Vendor shall provide fire detection and suppression system, physical security of, and infrastructure security for the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	Standard	
SERVICE LEVEL AGREEMENT					
W-48	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	Standard	
W-49	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Y	Standard	
W-50	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	Standard	
W-51	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday thru Friday EST;	M	Y	Standard	

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-52	The Vendor response time for support shall conform to the specific deficiency class as described below: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Y	Standard	

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
W-53	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Y	Standard	
W-54	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week, except during scheduled maintenance.	M	Y	Standard	
W-55	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	Standard	
W-56	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	Standard	
W-57	The Vendor response time for support shall conform to the specific deficiency class as described above in W-53	M	Y	Standard	
W-58	The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	Standard	

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	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor Comments
W-59	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Y	Standard	
W-60	If The Vendor is unable to meet the 99.9% uptime requirement, the Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Y	Standard	The ExeVision SLA is included as Appendix "J"
W-61	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	Standard	ExeVision uses a change management policy for tracking change requests and critical outages. See Addendum "M", Change Control Policy
W-62	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	Standard	
W-63	All hardware and software components of the Vendor hosting infrastructure shall, at all times, be fully supported by their respective manufacturers. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Y	Standard	

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
W-64	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Y	Standard	ExeVision will maintain a record of the required events and activities and send a quarterly report with that information
W-65	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	Standard	

Section 6: Support & Maintenance Requirements

SUPPORT & MAINTENANCE REQUIREMENTS

	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
U-1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term and any extensions thereof.	M	Y	Standard	

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
U-2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Y	Standard	
U-3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	Standard	
U-4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm EST- Monday thru Friday.	M	Y	Standard	
U-5	The Vendor response time for support shall conform to the specific deficiency class as described in H-25.11.2: Vendor Responsibility	M	Y	Standard	
U-6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	Standard	
U-7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Y	Standard	
U-8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Y	Standard	
U-9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Y	Standard	

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	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
U-10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Y	Standard	
WARRANTY SERVICES					
V-1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Y	Standard	
V-2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Y	Standard	
V-3	Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, during normal State work hours M-F 8AM – 5PM EST, with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Y	Standard	

2014-080 Exhibit H-Priority Responses
Initial All Pages:
ExeVision's Initials

Exhibit H

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SUPPORT & MAINTENANCE REQUIREMENTS

Req #	State Requirements — Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor — Comments
V-4	On-site additional Services within four (4) business hours of a request;	M	N	Not Proposing	ExeVision does not believe that it is feasible to provide 4-hour on-site support for a hosted solution. Even in the case of a pure software problem, ExeVision believes that the problems can be more quickly resolved working off-site while in contact with New Hampshire personnel (using web conferencing capabilities when those are helpful).
V-5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Y	Standard	
V-6	For all Warranty Service calls, Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Y	Standard	
V-7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software	M	Y	Standard	

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SUPPORT & MAINTENANCE REQUIREMENTS

	State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	problems				
V-8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State and at no additional cost to the State.	M	Y	Standard	

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Section 7: Project Management

	PROJECT MANAGEMENT				
	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
I-1	Vendor shall participate in an initial kick-off meeting to initiate the project	M	Y	Standard	
I-2	Vendor shall provide project staff as specified in the RFP	M	Y	Standard	
I-3	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date/project to date.	M	Y	Standard	
I-4	Vendor shall provide all user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence.	M	Y	Standard	
I-5	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than monthly.	M	Y	Standard	

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ExeVision's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ExeVision's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of ExeVision and State Project Managers.

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

In conjunction with ExeVision's Project Management methodology, which shall be used to manage the Project's life cycle, the ExeVision team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and ExeVision team members), refine the Project's scope, and establish the Project's Schedule.

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

B. Logistics
- The ExeVision Team may perform work at a facility other than that furnished by the State at their own expense.
- The ExeVision Team shall honor all holidays observed by ExeVision 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.
- ExeVision assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management
- The State is responsible for providing the Internet access for all State users.
- ExeVision team shall implement their most current release of all applications.

E. Conversions

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- The ExeVision Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the ExeVision technical team, a subset of the conversions. The ExeVision Team shall lead the State with the mapping of the legacy Data to the ExeVision applications.
- Additionally, the ExeVision Team shall:
  1. Provide the State with ExeVision application data requirements and examples, of data mappings, conversion scripts, and data loaders. The ExeVision Team shall identify the APIs the State should use in the design and development of the conversion.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.
  4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule
- Deployment is planned to be phased in over a 36 month period.

G. Reporting
- ExeVision shall conduct monthly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management
- The ExeVision Team shall lead the development of the end-user training plan.
- A train the trainer approach may be used for some aspects of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

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

2. ROLES AND RESPONSIBILITIES

A. ExeVision Team Roles and Responsibilities

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

2) ExeVision Team Project Manager
The ExeVision 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 ExeVision Implementation Team. The ExeVision Team Project Manager will have the following responsibilities:

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

3) **ExeVision Team Analysis**
The ExeVision Team shall conduct analysis of requirements, validate the ExeVision Team's understanding of the State business requirements by application, and perform business requirements mapping:
- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) **ExeVision Team Tasks**
The ExeVision team shall assume the following tasks:
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. **State Roles and Responsibilities**
The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the

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Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) **State Project Manager**
   The State Project Manager shall work side-by-side with the ExeVision Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:
   - Plan and conduct a kick-off meeting with assistance from the ExeVision team;
   - Assist the ExeVision Project Manager in the development of a detailed Work Plan;
   - Identify and secure the State Project Team members in accordance with the Work Plan;
   - Define roles and responsibilities of all State Project Team members assigned to the Project;
   - Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
   - Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
   - Inform the ExeVision Project Manager of any urgent issues if and when they arise; and
   - Assist the ExeVision team staff to obtain requested information if and when required to perform certain Project tasks.

2) **State Subject Matter Expert(s) (SME)**
   The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:
   - Be the key user and contact for their Agency or Department;
   - Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
   - Assist in validating and documenting user requirements, as needed;
   - Assist in mapping business requirements;
   - Assist in constructing test scripts and data;
   - Assist in system, integration, and Acceptance Testing;
   - Assist in performing conversion and integration testing and data verification;
   - Attend Project meetings when requested; and
   - Assist in training end users in the use of the ExeVision Software Solution and the business processes the application supports.

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

   - Attend technical training as necessary to support the Project;
   - Assist the State and ExeVision Team Project Managers to establish the detailed Work Plan;
   - Manage the day-to-day activities of the State's technical resources assigned to the Project;

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- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the ExeVision 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 ExeVision will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at monthly Project meetings.

4) State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with the ExeVision Team throughout the duration of the Project.

5) State Network Administrator (DoIT)

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

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) State Testing Administrator

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

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

3. CONVERSIONS

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

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
Estimatesdb		Shared	DOT Estmates db application
Bids System		Shared	DOT Bids System
Construction Management System		Shared	DOT Construction Management System
LIMS		Shared	DOT Laboratory Information Management System
Labor Compliance		Shared	DOT Civil Rights System

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Conversion	Components, If applicable	Lead Responsibility	Description
Administrative Engineering (AEN)		Shared	DOT Contractor Payment System

A. Conversion Testing Responsibilities

- The ExeVision Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The ExeVision Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The ExeVision Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the ExeVision Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the ExeVision Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

4. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
STYP-RMS		Shared	DOT Project Planning System
Administrative Engineering (AEN)		Shared	DOT Contractor Payment System
CAMS		Shared	DOT Construction Administrative System
Fuel		Shared	DOT Fuel Wage Rate System
Salt		Shared	DOT Salt Usage System
Data Warehouse		Shared	DOT Project Data Warehouse
NHFIRST		Shared	NH Financial System
Labor Compliance		Shared	DOT Civil Rights System

Depending upon the existing functionality of the ExeVision sub-systems, some of these interfaces may not be necessary, as these systems will be totally replaced within the new system.

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A. Interface Responsibilities

- The ExeVision Team shall provide the State ExeVision Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The ExeVision Team shall identify the APIs the State should use in the design and development of the interface.
- The ExeVisionTeam shall lead the State with the mapping of legacy data to the ExeVision Applications.
- The ExeVision Team shall lead the review of functional and technical interface Specifications.
- The ExeVision Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The ExeVision Team shall document the functional and technical Specifications for the interfaces.
- The ExeVision Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The ExeVision Team shall develop and Unit Test the interface.
- The State and the ExeVisionTeam shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the ExeVision Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

5. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

Begins on following page

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ID	ⓘ	Task Name	Duration	Start	Finish
1	🔳	Contract Execution	0 days	Fri 8/1/14	Fri 8/1/14
2		Project Start Up	32 days	Fri 8/1/14	Mon 9/15/14
3		Conduct Project Kickoff Meeting	2 days	Fri 8/1/14	Mon 8/4/14
4		Project Documentation	30 days	Tue 8/5/14	Mon 9/15/14
5		Work Plan / Goals Objectives	20 days	Tue 8/5/14	Mon 9/1/14
6		Technical/Information Architecture Review/Plan	20 days	Tue 8/5/14	Mon 9/1/14
7		Integration and Data Workflow Plan	20 days	Tue 8/5/14	Mon 9/1/14
8		Database Architecture/Data Dictionary	20 days	Tue 8/5/14	Mon 9/1/14
9		Equipment Procurement / Implementation Plan	20 days	Tue 8/5/14	Mon 9/1/14
10		Project Documentation Approval	10 days	Tue 9/2/14	Mon 9/15/14
11		Project Documentation Approval Milestone (Milestone: MS-1)	0 days	Mon 9/15/14	Mon 9/15/14
12		Set up Non-production environments	5 days	Tue 8/5/14	Mon 8/11/14
13		Preconstruction (PCES, EBS, iCX and SecureVault)	253 days	Tue 9/16/14	Thu 9/3/15
14		Conduct Preconstruction Subsystems Kickoff Meeting (Milestone: MS-2)	1 day	Tue 9/16/14	Tue 9/16/14
15		Estimate (PCES)	128 days	Wed 9/17/14	Fri 3/13/15
16		Estimate (PCES) Documentation	33 days	Wed 9/17/14	Fri 10/31/14
17		Business Process Review / Requirements Validation	20 days	Wed 9/17/14	Tue 10/14/14
18		Civil Rights Business Process Review	5 days	Wed 9/17/14	Tue 9/23/14
19		Estimate Requirements Traceability Matrix	10 days	Wed 10/15/14	Tue 10/28/14
20		Estimate Work Plan / Goals Objectives	10 days	Wed 10/15/14	Tue 10/28/14
21		Estimate Integration and Data Workflow Plan	10 days	Wed 10/15/14	Tue 10/28/14
22		Estimate Database Architecture/Data Dictionary	10 days	Wed 10/15/14	Tue 10/28/14
23		Electronic Bidding Test Plan	10 days	Wed 10/15/14	Tue 10/28/14
24		Electronic Bidding Data Migration Plan	10 days	Wed 10/15/14	Tue 10/28/14
25		Estimate Design Documentation	3 days	Wed 10/29/14	Fri 10/31/14
26		Estimate Documentation Approval (Milestone: MS-3)	0 days	Fri 10/31/14	Fri 10/31/14
27		Estimate (PCES) Development	65 days	Mon 11/3/14	Fri 1/30/15
28		Estimate New Functionality	30 days	Mon 11/3/14	Fri 12/12/14
29		Estimate Interfaces	5 days	Fri 12/12/14	Fri 12/19/14
33		Estimate Reports	20 days	Mon 12/22/14	Fri 1/16/15
34		Estimate Help Files	10 days	Mon 1/19/15	Fri 1/30/15
35		Estimate Development Approval (Milestone: MS-4)	0 days	Fri 1/30/15	Fri 1/30/15
36		Estimate Data Migration	25 days	Mon 11/3/14	Fri 12/5/14

	Task	▬▬▬▬	Inactive Task		Manual Summary	▼▬▬▬▼
	Split	··················	Inactive Task	[_____]	Start-only	⊏
Project: NHDOT Project Development	Milestone	◆	Inactive Milestone	◇	Finish-only	⊐
Date: Fri 5/9/14	Summary	▼▬▬▼	Inactive Summary	▽······▽	Progress	▬▬▬
	Project Summary	▽▬▬▽	Manual Task	▬▬▬	Deadline	⇩
	External Tasks	▬▬▬	Duration-only			
	External Milestone	◇	Manual Summary Rollup	▬▬▬		

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37		Estimate (PCES) Testing and Deployment	30 days	Fri 1/30/15	Fri 3/13/15
38		Deploy Estimate to ITEST Environment	0 days	Fri 1/30/15	Fri 1/30/15
39		Internal Estimate Testing	15 days	Mon 2/2/15	Fri 2/20/15
40		Deploy Estimate to AT Environment	0 days	Fri 2/20/15	Fri 2/20/15
41		Estimate User Acceptance Testing	15 days	Mon 2/23/15	Fri 3/13/15
42		Estimate User Acceptance Testing Approval (Milestone: MS-5)	0 days	Fri 3/13/15	Fri 3/13/15
43		Agency Training (PCES)	10 days	Mon 2/23/15	Fri 3/6/15
44		Security Review	10 days	Mon 2/23/15	Fri 3/6/15
45		Electronic Bidding (EBS, iCX and SecureVault)	138 days	Mon 2/2/15	Wed 8/12/15
46		Electronic Bidding (EBS, iCX and SecureVault) Documentation	33 days	Mon 2/2/15	Wed 3/18/15
47		Business Process Review / Requirements Validation	20 days	Mon 2/2/15	Fri 2/27/15
48		Electronic Bidding Requirements Traceability Matrix	10 days	Mon 3/2/15	Fri 3/13/15
49		Electronic Bidding Work Plan / Goals Objectives	10 days	Mon 3/2/15	Fri 3/13/15
50		Electronic Bidding Integration and Data Workflow Plan	10 days	Mon 3/2/15	Fri 3/13/15
51		Electronic Bidding Database Architecture/Data Dictionary	10 days	Mon 3/2/15	Fri 3/13/15
52		Electronic Bidding Test Plan	10 days	Mon 3/2/15	Fri 3/13/15
53		Electronic Bidding Data Migration Plan	10 days	Mon 3/2/15	Fri 3/13/15
54		Electronic Bidding Design Documentation	3 days	Mon 3/16/15	Wed 3/18/15
55		Electronic Bidding Documentation Approval (Milestone: MS-6)	0 days	Wed 3/18/15	Wed 3/18/15
56		Electronic Bidding (EBS, iCX and SecureVault) Development	65 days	Thu 3/19/15	Wed 6/17/15
57		Electronic Bidding New Functionality	30 days	Thu 3/19/15	Wed 4/29/15
58		Electronic Bidding Interfaces	0 days	Wed 4/29/15	Wed 4/29/15
59		Electronic Bidding Reports	25 days	Thu 4/30/15	Wed 6/3/15
60		Electronic Bidding Help Files	10 days	Thu 6/4/15	Wed 6/17/15
61		Electronic Bidding Development Approval (Milestone: MS-7)	0 days	Wed 6/17/15	Wed 6/17/15
62		Electronic Bidding Data Migration	15 days	Thu 3/19/15	Wed 4/8/15
63		Electronic Bidding (EBS, iCX and SecureVault) Testing and Deployment	40 days	Wed 6/17/15	Wed 8/12/15
64		Deploy Electronic Bidding to ITEST Environment	0 days	Wed 6/17/15	Wed 6/17/15
65		Internal Electronic Bidding Testing	15 days	Thu 6/18/15	Wed 7/8/15
66		Deploy Electronic Bidding to AT Environment	0 days	Wed 7/8/15	Wed 7/8/15
67		Electronic Bidding User Acceptance Testing	15 days	Thu 7/9/15	Wed 7/29/15
68		Electronic Bidding User Acceptance Testing Approval (Milestone: MS-8)	0 days	Wed 7/29/15	Wed 7/29/15

	Task		Inactive Task			Manual Summary		
	Split		Inactive Task			Start-only		
	Milestone	◆	Inactive Milestone	◇		Finish-only		
Project: NHDOT Project Development Date: Fri 5/9/14	Summary		Inactive Summary		♡	Progress		
	Project Summary		Manual Task			Deadline	⇩	
	External Tasks		Duration-only					
	External Milestone	◆	Manual Summary Rollup					

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69		Contractor Training (iCX)	3 days	Thu 7/30/15	Mon 8/3/15
70		Agency Training (EBS)	10 days	Thu 7/30/15	Wed 8/12/15
71		Security Review	10 days	Thu 7/9/15	Wed 7/22/15
72		Preconstruction (PCES, EBS, iCX and SecureVault) Production Implementation (Milestone: MS-9)	5 days	Thu 7/30/15	Wed 8/5/15
73		Preconstruction (PCES, EBS, iCX and SecureVault) Exit Meeting	1 day	Thu 9/3/15	Thu 9/3/15
74		Construction and Materials Management (CMS and MMS)	245 days	Thu 8/6/15	Wed 7/13/16
75		Conduct Construction and Materials Management Subsystems Kickoff Meeting (Milestone: MS-10)	1 day	Thu 8/6/15	Thu 8/6/15
76		Construction and Material Management (CMS and MMS) Documentation	38 days	Fri 8/7/15	Tue 9/29/15
77		Business Process Review / Requirements Validation	20 days	Fri 8/7/15	Thu 9/3/15
78		Construction and Material Management Requirements Traceability Matrix	10 days	Fri 9/4/15	Thu 9/17/15
79		Construction and Material Management Work Plan / Goals Objectives	10 days	Fri 9/4/15	Thu 9/17/15
80		Construction and Material Management Integration and Data Workflow Plan	10 days	Fri 9/4/15	Thu 9/17/15
81		Construction and Material Management Database Architecture/Data Dictionary	10 days	Fri 9/4/15	Thu 9/17/15
82		Construction and Material Management Test Plan	15 days	Fri 9/4/15	Thu 9/24/15
83		Construction and Material Management Data Migration Plan	15 days	Fri 9/4/15	Thu 9/24/15
84		Construction and Material Management Design Documentation	3 days	Fri 9/25/15	Tue 9/29/15
85		Construction and Material Management Documentation Approval (Milestone: MS-11)	0 days	Tue 9/29/15	Tue 9/29/15
86		Construction and Material Management (CMS and MMS) Development	140 days	Wed 9/30/15	Tue 4/12/16
87		Construction and Material Management New Functionality	60 days	Wed 9/30/15	Tue 12/22/15
88		Construction and Material Management Interfaces	35 days	Wed 12/23/15	Tue 2/9/16
94		Construction and Material Management Reports	30 days	Wed 2/10/16	Tue 3/22/16
95		Construction and Material Management Help Files	15 days	Wed 3/23/16	Tue 4/12/16
96		Construction and Material Management Development Approval (Milestone: MS-12)	0 days	Tue 4/12/16	Tue 4/12/16
97		Construction and Materials Management Data Migration	35 days	Wed 9/30/15	Tue 11/17/15
98		Construction and Material Management (CMS and MMS) Testing and Deployment	45 days	Tue 4/12/16	Tue 6/14/16
99		Deploy Construction and Material Management to ITEST Environment	0 days	Tue 4/12/16	Tue 4/12/16

Project: NHDOT Project Development Date: Fri 5/9/14	Task	▬▬▬	Inactive Task		Manual Summary	▼▬▬▼
	Split	....	Inactive Task		Start-only	⊏
	Milestone	◆	Inactive Milestone	◇	Finish-only	⊐
	Summary	▼▬▬▼	Inactive Summary	▽▬▽	Progress	▬▬▬
	Project Summary	▽▬▽	Manual Task	▭▬▭	Deadline	⇩
	External Tasks	▬▬▬	Duration-only			
	External Milestone	◆	Manual Summary Rollup	▬▬▬		

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WORK PLAN

ID	⊙	Task Name	Duration	Start	Finish
100		Internal Construction and Material Management Testing	15 days	Wed 4/13/16	Tue 5/3/16
101		Deploy Construction and Material Management to AT Environment	0 days	Tue 5/3/16	Tue 5/3/16
102		Construction and Material Management User Acceptance Testing	25 days	Wed 5/4/16	Tue 6/7/16
103		Construction and Material Management User Acceptance Testing Approval (Milestone: MS-13)	0 days	Tue 6/7/16	Tue 6/7/16
104		Agency Training (CMS and MMS)	10 days	Wed 5/4/16	Tue 5/17/16
105		Security Review	10 days	Wed 5/4/16	Tue 5/17/16
106		Construction and Material Management Implementation (Milestone: MS-14)	5 days	Wed 6/8/16	Tue 6/14/16
107		Construction and Material Management Exit Meeting	1 day	Wed 7/13/16	Wed 7/13/16
108		Civil Rights Module (CRS)	195 days	Wed 6/15/16	Tue 3/14/17
109		Conduct Civil Rights Subsystem Kickoff Meeting (Milestone: MS-15)	1 day	Wed 6/15/16	Wed 6/15/16
110		Civil Rights Documentation	25 days	Thu 6/16/16	Wed 7/20/16
111		Business Process Review / Requirements Validation	5 days	Thu 6/16/16	Wed 6/22/16
112		Civil Rights Requirements Traceability Matrix	15 days	Thu 6/23/16	Wed 7/13/16
113		Civil Rights Work Plan / Goals Objectives	15 days	Thu 6/23/16	Wed 7/13/16
114		Civil Rights Integration and Data Workflow Plan	15 days	Thu 6/23/16	Wed 7/13/16
115		Civil Rights Database Architecture/Data Dictionary	15 days	Thu 6/23/16	Wed 7/13/16
116		Civil Rights Test Plan	15 days	Thu 6/23/16	Wed 7/13/16
117		Civil Rights Data Migration Plan	15 days	Thu 6/23/16	Wed 7/13/16
118		Civil Rights Design Documentation	5 days	Thu 7/14/16	Wed 7/20/16
119		Civil Rights Documentation Approval (Milestone: MS-16)	0 days	Wed 7/20/16	Wed 7/20/16
120		Civil Rights Development	110 days	Thu 7/21/16	Wed 12/21/16
121		Civil Rights New Functionality	60 days	Thu 7/21/16	Wed 10/12/16
122		Civil Rights Interfaces	5 days	Thu 10/13/16	Wed 10/19/16
124		Civil Rights Reports	30 days	Thu 10/20/16	Wed 11/30/16
125		Civil Rights Help Files	15 days	Thu 12/1/16	Wed 12/21/16
126		Civil Rights Development Approval (Milestone: MS-17)	0 days	Wed 12/21/16	Wed 12/21/16
127		Civil Rights Data Migration	20 days	Thu 7/21/16	Wed 8/17/16
128		Civil Rights Testing and Deployment	38 days	Wed 12/21/16	Mon 2/13/17
129		Deploy Civil Rights to ITEST Environment	0 days	Wed 12/21/16	Wed 12/21/16
130		Internal Civil Rights Testing	15 days	Thu 12/22/16	Wed 1/11/17
131		Deploy Civil Rights to AT Environment	0 days	Wed 1/11/17	Wed 1/11/17
132		Civil Rights User Acceptance Testing	20 days	Thu 1/12/17	Wed 2/8/17

	Task		Inactive Task		Manual Summary	▼▬▬▬▼
	Split	....	Inactive Task	┌──────┐	Start-only	C
Project: NHDOT Project Development Date: Fri 5/9/14	Milestone	◆	Inactive Milestone	◇	Finish-only	ℶ
	Summary	▼▬▬▬▼	Inactive Summary	♡ ♡	Progress	▬▬▬
	Project Summary	♥▬▬▬♥	Manual Task		Deadline	⇩
	External Tasks		Duration-only			
	External Milestone	◈	Manual Summary Rollup	▬▬▬		

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WORK PLAN

ID		Task Name	Duration	Start	Finish
133		Civil Rights User Acceptance Testing Approval (Milestone: MS-18)	0 days	Wed 2/8/17	Wed 2/8/17
134		Agency Training	15 days	Thu 1/12/17	Wed 2/1/17
135		Security Review	10 days	Thu 1/12/17	Wed 1/25/17
136		Civil Rights Module Implementation (Milestone: MS-19)	3 days	Thu 2/9/17	Mon 2/13/17
137		Civil Rights Exit Meeting	1 day	Tue 3/14/17	Tue 3/14/17
138		Project Exit Meeting (Milestone: MS-20)	1 day	Wed 3/15/17	Wed 3/15/17

Project: NHDOT Project Development	Task		Inactive Task		Manual Summary			
Date: Fri 5/9/14	Split		Inactive Task		Start-only	⊏		
	Milestone	◆	Inactive Milestone	◇	Finish-only	⊐		
	Summary		Inactive Summary		Progress			
	Project Summary		Manual Task		Deadline	⇩		
	External Tasks		Duration-only					
	External Milestone	◆	Manual Summary Rollup					

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CONTRACT 2014-080 - PART 3
EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, ExeVision hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, 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. SOFTWARE AND DOCUMENTATION COPIES

ExeVision 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 Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor 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 ExeVision's proprietary rights;
   b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
   c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with ExeVision.

5. VIRUSES

ExeVision shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, ExeVision will use reasonable efforts to test the Software for viruses. ExeVision 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, ExeVision shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. AUDIT

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

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7. SOFTWARE NON-INFRINGEMENT

ExeVision 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, ExeVision shall defend and indemnify the State against the claim provided that the State:

   a. Promptly notifies ExeVision in writing, not later than 30 days after the State receives actual written notice of such claim;
   b. Gives ExeVision control of the defense and any settlement negotiations; and
   c. Gives ExeVision 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 ExeVision believes or it is determined that any of the Material may have violated someone else's intellectual property rights, ExeVision 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, ExeVision may end the license, and require return of the applicable Material and refund all fees the State has paid ExeVision under the Contract. ExeVision will not indemnify the State if the State alters the Material without ExeVision's consent or uses it outside the scope of use identified in ExeVision's 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. ExeVision 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 ExeVision. ExeVision 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 ExeVision without ExeVision's consent.

8. SOFTWARE ESCROW

   8.1 ExeVision represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at EscrowTech International, Inc., 3290 W. Mayflower Way, Lehi, Utah 84043 ("Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). ExeVision shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

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

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

(a) ExeVision has made an assignment for the benefit of creditors:

(b) ExeVision institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

(c) A receiver or similar officer has been appointed to take charge of all or part of ExeVision's assets;

(d) ExeVision terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

(e) ExeVision defaults under the Contract; or

(f) ExeVision ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software

ExeVision warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and ExeVision's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if ExeVision cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to ExeVision for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if ExeVision cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to ExeVision for the Deficient services.

1.3 Non-Infringement

ExeVision 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.

1.4 Viruses; Destructive Programming

ExeVision warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

ExeVision warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by ExeVision to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Services

ExeVision warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

ExeVision warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.8 Breach of Data

The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY SERVICES

ExeVision agrees to maintain, repair, and correct Deficiencies with regards to the Business Requirements in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;

b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;

c. ExeVision shall have available to the State on-call telephone assistance, with issue tracking available to the State, nine (9) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

e. For all Warranty Service calls, ExeVision shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.

f. ExeVision must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and

g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by ExeVision no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

In the event ExeVision fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare ExeVision in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return ExeVision's product and receive a full refund for all amounts paid to ExeVision, including but not limited to, any applicable license fees within (90) days of notification to ExeVision of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.
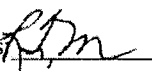
Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare ExeVision in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days.

For subsequent modules or functions, the Warranty period will extend for ninety (90) days after each of the remaining major functions or modules, integrated successfully with the entire system, receives a Letter of Acceptance from the State.

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

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EXHIBIT L
TRAINING SERVICES

ExeVision shall provide the following Training Services.

A. TRAINING

The majority of courses are to be offered on-site in New Hampshire.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with ExeVision. From in-class demonstrations led by experienced ExeVision instructors, to realistic hands-on labs, Instructor-Led Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

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

1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and

2) Leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

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

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TRAINING SERVICES

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

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

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

2) Develop Training Plan

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

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EXHIBIT L
TRAINING SERVICES

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

3) **Develop Training Curriculum** ExeVision shall develop a recommended training curriculum for the State of New Hampshire End Users.

4) **Produce Training Materials and End-User Documentation** The ExeVision team shall lead the efforts to produce the training materials and end-user Documentation.

5) **Training Sessions** ExeVision will provide instructor led training sessions for each of the following topics:

- Project Cost Estimate Subsystem (PCES)
- Electronic Bidding Subsystem (EBS)
- System Maintenance Subsystem (SMS)
- Construction Management Subsystem (CMS)
- Materials Management Subsystem (MMS)
- Civil Rights Subsystem (CRS)
- Ad Hoc Report Writing
- Integrated Contractors Exchange (iCXWeb)

The number of sessions for each topic and their locations will depend on the number of users interested in that topic and their location around the State. Some of the iPDWeb subsystems with limited numbers of users (like PCES or SMS) might have a single session at NHDOT headquarters, while contractor training may include remote locations. NHDOT may record any and all training sessions and post them on-line with restricted access.

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EXHIBIT M
NH DEPARTMENT OF TRANSPORTATION RFP 2014-080 (WITH ADDENDA)
INCORPORATED

NH DEPARTMENT OF TRANSPORTATION RFP 2014-080, with all included addenda, are included by reference as binding Deliverables to this Contract.
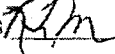
ExeVision Proposal to NH Department of Transportation dated May 20, 2014 is incorporated herein by reference.
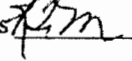
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EXHIBIT O
SPECIAL EXHIBITS , ATTACHMENTS, AND CERTIFICATES

Attached are:

      A. Contractor's Certificate of Vote/Authority
      B. Contractor's Certificate of Good Standing
      C. Contractor's Certificate of Insurance
      D. Attachment 1 - ExeVision Oral Presentation Q & A
         Dated June 19, 2014
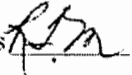
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby

certify that ExeVision, Inc., a(n) Utah corporation, is authorized to transact business in

New Hampshire and qualified on August 4, 2014. I further certify that all fees required

by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of August, A.D. 2014

William M. Gardner
Secretary of State

21 August, 2014

Certificate of Authority/Vote

This Certificate of Authority/Vote confirms that the President of ExeVision, **Robert W. Millet,** is authorized in the company charter to sign contracts for the Company. Robert W. Millet has been President of ExeVision since 1 April, 1994 and is still President as of this day.

ExeVision Authorized Representative:

Printed Name and Title: <u>Floyd W. Millet, Vice President, ExeVision, Inc.</u>   Date: _8/21/14_

Signature: _Floyd Millet_

Name and Title of Notary: _Maribell Anderson Personal Banker_

Signature: _Maribell B_   Date: _8/21/2014_

MARIBELL B ANDERSON
Notary Public
State of Utah
Comm. No. 661455
My Comm. Expires Dec 26, 2016
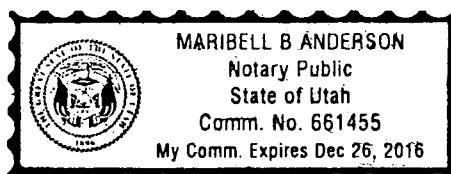
ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/10/2014

PRODUCER Phone: (801) 374-0395 Fax: (801) 377-2458 FOOTE INSURANCE AGENCY 305 NORTH 200 WEST PROVO UT 84601	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

	INSURERS AFFORDING COVERAGE	NAIC #
INSURED ExeVision, INC PO BOX 971134 OREM UT 84097	INSURER A: Travelers Property Casualty Co of Am.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	ZPP-11N41804-14-I5	07/30/14	07/30/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA-5477R693-14-TEC	07/30/14	07/30/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	$ $ $
A		**EXCESS / UMBRELLA LIABILITY** [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	ZUP-11N41889-14-I5	07/30/14	07/30/15	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ $ $ $
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0378P09-2-14	10/07/14	10/07/15	[ ] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Transportation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE *Carol Dunlop* Carol Dunlop
Attention: DHerrick@dot.state.nh.us	