



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
March 11, 2022

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Contract with Conduent State & Local Solutions, Inc., Germantown, MD, Vendor #174856, in the amount of \$12,588,927.88, for design, testing, installation and maintenance services for the Toll Collection System (TCS) for the Bureau of Turnpikes, effective upon Governor and Council approval, through June 30, 2027, with an option to renew, at the sole discretion of the State, for up to three, 3-year optional maintenance periods up to, but not beyond June 30, 2036, subject to Governor and Council approval. 100% Turnpike Funds.

Funds to support this request are available in the following accounts in State FY 2022 and FY 2023 and is contingent upon the availability and continued appropriation of funds in FY 2024, FY 2025, FY 2026 and FY 2027, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
04-096-096-961017-7050 Toll Collection 024-500225 Maintenance Other than Buildings/Grounds	\$200,000.00	\$1,375,520.00	\$1,459,749.19	\$1,515,691.51	\$1,439,253.63	\$1,268,227.90
04-096-096-961017-7050 Toll Collection 037-500166 Technology-Hardware	\$1,804,378.00	\$271,846.16	\$506,396.14			
04-096-096-961017-7050 Toll Collection 038-509038 Technology-Software		\$1,114,071.50	\$101,279.23			
04-096-096-9610017-7050 Toll Collection 046-500463 Eng. Consultants Non-Benefit	\$557,035.75	\$658,314.97	\$317,163.90			
Fiscal Year Totals	\$2,561,413.75	\$3,419,752.63	\$2,384,588.46	\$1,515,691.51	\$1,439,253.63	\$1,268,227.90

EXPLANATION

The above referenced contract involves engaging Conduent State & Local Solutions, Inc. under a 5-year contract to perform the design, testing, installation, and maintenance services for the Toll Collection System (TCS) for the Bureau of Turnpikes. This request specifically addresses the procurement of the TCS system and the related maintenance services under a Request for Proposals (RFP 2019-085).

The initial portion of the contract involves the design, testing and installation of an enhanced TCS system with new software and the replacement of select hardware components, while maximizing the use of existing viable equipment. The TCS system will specifically support revenue collection and violation enforcement for all toll lanes system-wide, except the Open Road Tolling (ORT) lanes at the Hampton and Hooksett and the All-Electronic Tolling (AET) Lanes in Dover and Rochester (to be operational by December 2022) Toll Facilities. Bedford Toll Plaza will be removed from the TCS maintenance after FY 2025 because the Plaza is being converted to an AET facility. The TCS will interface with the current customer service and violation processing center already operated by Cubic Transportation Systems under an existing, separate contract.

In addition to the deployment of the enhanced TCS system, the second portion of the contract includes maintenance for the TCS system. The scope of maintenance work covers all preventative, predictive and corrective maintenance required to support the enhanced TCS system.

On March 1, 2021, the Department publicly advertised the RFP. During the response period, the Department conducted a Vendor Conference for all vendors who responded with intent to submit and entertained questions and/or inquiries from the Vendors. Proposals were received from the following vendors in accordance with the requirements for submission, including the stipulated deadline of June 23, 2021:

VENDOR NAME

- Conduent State & Local Solutions, Inc.
- A-To-Be

Proposals from each vendor were reviewed by the TCS RFP Selection Committee along with technical review support by the Bureau of Turnpikes' tolling consultant, Jacobs Engineering. On July 21, 2021, and August 16, 2021, the Selection Committee held interviews with the vendor teams, where each team conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; and participated in an open question and answer period. The Selection Committee is comprised of the Bureau of Turnpikes' Assistant Administrator, Toll Manager, E-ZPass Program Manager, and Audit Supervisor, as well as DoIT Manager.

Following the interviews on August 16, 2021, the Selection Committee met to discuss the Vendor Interviews and finalize the ratings of the Proposals. The Selection Committee used the table below to rate the technical aspect of each proposal considering the TCS system design and technical approach; ability to execute and meet the project schedule; system maintenance and warranty approach; and firm's qualifications, project team, capabilities, and references. The technical aspect accounted for 700 of the

total 1,000 maximum points. A minimum of 490 points was required, as specified in the RFP, for further consideration in the overall selection process. Proposals not receiving a technical score of 490 points or higher, in addition to being removed from further consideration, remain unopened and will be returned to the vendor upon Governor and Council approval of the Contract.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	700
<i>Toll System Design and Technical Approach (30%)</i>	<i>210</i>
<i>Ability to Execute and Meet the Project Schedule (30%)</i>	<i>210</i>
<i>System Maintenance and Warranty Approach (20%)</i>	<i>140</i>
<i>Firms Qualifications, Project Team, Capabilities and References (20%)</i>	<i>140</i>
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	700
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

Based on the above-mentioned analysis, the Selection Committee identified one (1) vendor with technical scores exceeding and worthy of consideration in the selection process. A-to-Be did not achieve the minimum technical score. As such, based on the requirements in the RFP (RFP 2019-085, Section 5.1), the proposal submission was disqualified from further consideration. As a result, the corresponding price proposal is unopened and will be returned to the vendor upon Governor and Council approval of the Contract.

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

Vendor	Technical Score (max. 700 points)	Price Proposal Based Price	Price Score (max. 300 points)	Total Score
Conduent State & Local Solutions, Inc.	658	\$9,127,118.00	300	958
A-to-Be	414			

Based on the scoring above, the Department requests approval to enter into a contract with Conduent State & Local Solutions, Inc. for a 5-year agreement ending on June 30, 2027, with the option, at the sole discretion of the State, to extend for up to three 3-year optional maintenance periods, but not beyond June 30, 2036.

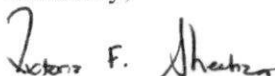
On September 17, 2021, the Department sent a Best and Final Offer (BAFO) request to Conduent State and Local Solutions, Inc. with new a contract price of \$12,588,927.88, an increase of approximately \$3,461,809. The following are major changes as result of the BAFO:

- Fiscal Year 2023 maintenance cost of existing system included in this contract instead of renewing existing contract which ends June 30, 2022 as a sole source extension of Conduent's existing Contract. **Increase: \$1,576,000**
- Contract Term adjusted to align with the State Fiscal Years which added on the months of December 2026 through June 30, 2027. **Increase: \$550,000**
- Merrimack Industrial Toll Plaza cost to be removed from the price proposal as the Plaza was closed on January 1, 2022. **Decrease: \$420,300**
- Added the O&M cost to maintain the Bedford Toll Plaza in Fiscal Years 2024 and 2025 because of the delay in AET implementation. RFP original estimate only included FY 23 maintenance. **Increase: \$650,000**
- Updated the Contract's Toll Hardware Table to include the replacement of the Lane Controllers in year one of the Contract. The Lane Controller is the operating system for each lane and is a critical replacement due to the age of the existing equipment. **Increase: \$473,000**
- The overall price also includes a Maintenance contingency for each Fiscal year for O&M. **Increase: \$330,000** (FY 2023 \$70,000, FY 2024 \$50,000, FY 2025 \$80,000, FY 2026 \$50,000 and FY 2027 \$80,000). This money is required for unanticipated repairs and/or replacements of damaged items from motor vehicle accidents and unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$45,000.00 per event). Maintenance contingency is not part of the RFP process. The cost is estimated by the Department based on past years' expenditures.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract 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.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

cc: J. Corcoran, R. Dupuis



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 15, 2022

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

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Conduent State and Local Solutions, Inc., Newark, NJ as described below and referenced as DoIT No. 2019-085.

The Department of Transportation (NHDOT) requests approval to enter into a contract with Conduent State and Local Solutions, Inc. to provide a new Conventional Cash/E-ZPass Toll Collection System (TCS) through an upgrade process by utilizing existing hardware where practical, replacing the TCS Software, and securing ongoing maintenance services.

The cost of the contract is not to exceed \$12,588,927.88 and it shall become effective upon Governor and Council approval through June 30, 2027.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

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

Denis Goulet

DG/RA
DoIT #2019-085
CC: Charles Burns, IT Lead

"Innovative Technologies Today for New Hampshire's Tomorrow"



STATE OF NEW HAMPSHIRE

Department of Transportation:

Toll Collection System:

NHDOT - RFP 2019-085

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FORM NUMBER P-37 (version 12/11/2019)


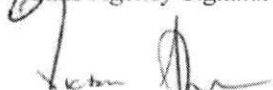
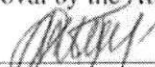
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

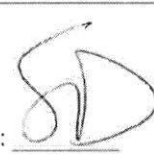
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation-Bureau of Turnpikes		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name Conduent State & Local Solutions, Inc.		1.4 Contractor Address 375 McCarter Highway, Newark NJ 07114	
1.5 Contractor Phone Number 202-906-8321	1.6 Account Number 7050-024,037, 038,046	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$12,588,927.88
1.9 Contracting Officer for State Agency Victoria Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1468	
1.11 Contractor Signature  Date: 3-5-22		1.12 Name and Title of Contractor Signatory Scott Doering, Vice President and General Manager	
1.13 State Agency Signature  Date: 3-15-22		1.14 Name and Title of State Agency Signatory Victoria Sheehan, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/17/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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Conduent State & Local Solutions, Inc. Initials: 

Date: 3-5-22

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Conduent State & Local Solutions, Inc. identified in block 1.3 ("Contractor") to perform, and Conduent State & Local Solutions, Inc. shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If Conduent State & Local Solutions, Inc. commences the Services prior to the Effective Date, all Services performed by Conduent State & Local Solutions, Inc. prior to the Effective Date shall be performed at the sole risk of Conduent State & Local Solutions, Inc., and in the event that this Agreement does not become effective, the State shall have no liability to Conduent State & Local Solutions, Inc., including without limitation, any obligation to pay Conduent State & Local Solutions, Inc. for any costs incurred or Services performed. Conduent State & Local Solutions, Inc. 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 affected by any state or federal legislative or executive

action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving Conduent State & Local Solutions, Inc. notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 Conduent State & Local Solutions, Inc. for all expenses, of whatever nature incurred by Conduent State & Local Solutions, Inc. in the performance hereof, and shall be the only and the complete compensation to Conduent State & Local Solutions, Inc. for the Services. The State shall have no liability to Conduent State & Local Solutions, Inc. other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to Conduent State & Local Solutions, Inc. 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.

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6.1 In connection with the performance of the Services, Conduent State & Local Solutions, Inc. shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon Conduent State & Local Solutions, Inc., including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, Conduent State & Local Solutions, Inc. shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. Conduent State & Local Solutions, Inc. shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, Conduent State & Local Solutions, Inc. 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. Conduent State & Local Solutions, Inc. agrees to permit the State or United States access to any of Conduent State & Local Solutions, Inc. 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 Conduent State & Local Solutions, Inc. shall at its own expense provide all personnel necessary to perform the Services. Conduent State & Local Solutions, Inc. 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, Conduent State & Local Solutions, Inc. shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of Conduent State & Local Solutions, Inc. 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 Conduent State & Local Solutions, Inc. 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 cured, terminate this Agreement, effective two (2) days after giving Conduent State & Local Solutions, Inc. notice of termination;

8.2.2 give Conduent State & Local Solutions, Inc. 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 Conduent State & Local Solutions, Inc. during the period from the date of such notice until such time as the State determines that Conduent State & Local Solutions, Inc. has cured the Event of Default shall never be paid to the Conduent State & Local Solutions, Inc.;

8.2.3 give Conduent State & Local Solutions, Inc. a written notice specifying the Event of Default and set off against any other obligations the State may owe to Conduent State & Local Solutions, Inc. any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give Conduent State & Local Solutions, Inc. a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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8.3. 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 Conduent State & Local Solutions, Inc.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to Conduent State & Local Solutions, Inc. that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, Conduent State & Local Solutions, Inc. shall, at the State's discretion, 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 B. In addition, at the State's discretion, Conduent State & Local Solutions, Inc. shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement Conduent State & Local Solutions, Inc. is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Conduent State & Local Solutions, Inc. 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.

12.1 Conduent State & Local Solutions, Inc. shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of Conduent State & Local Solutions, Inc., or (b) the sale of all or substantially all of the assets of Conduent State & Local Solutions, Inc.

12.2 None of the Services shall be subcontracted by Conduent State & Local Solutions, Inc. without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, Conduent State & Local Solutions, Inc. shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright

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infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of Conduent State & Local Solutions, Inc., or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by Conduent State & Local Solutions, Inc. arising under this paragraph 13. 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 Conduent State & Local Solutions, Inc. shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 Conduent State & Local Solutions, Inc. shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Conduent State & Local Solutions, Inc. shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

***5. WORKERS' COMPENSATION.**

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

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

16. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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

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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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 herein 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

- 3.3** Conduent State & Local Solutions, Inc. shall be fully prepared to commence work after full execution of the Contract by all parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval of the contract ("Effective Date").

Conduent State & Local Solutions, Inc. initial term shall begin on the Effective Date and extend for a period of five (5) years. The earliest warranty may start is the beginning of Phase II. The contract term may be extended by three (3) additional three (3) year terms ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term but not beyond June 30, 2027 under the same terms and conditions, subject to approval of the Governor and Executive Council.

Conduent State & Local Solutions, Inc. shall commence work upon issuance of a Notice to Proceed (NTP) by the State.

The State does not require Conduent State & Local Solutions to commence work prior to the Effective Date; however, if Conduent State & Local Solutions commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Conduent State & Local Solutions. In the Event that the Contract does not become effective, the State shall be under no obligation to pay Conduent State & Local Solutions 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.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

- 5.5** The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. Conduent State & Local Solutions, Inc. agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the 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. 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.

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5.6 In no event shall either party be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. Conduent's liability to the State shall not exceed the contract price set forth in Agreement, Paragraph 5.2.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Give Conduent State & Local Solutions, Inc. a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Conduent State & Local Solutions, Inc. shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, Conduent State & Local Solutions, Inc. shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. Conduent State & Local Solutions, Inc. shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Conduent State & Local Solutions, Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Conduent State & Local Solutions, Inc. shall:

- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than ten (10) 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;

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- 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 Conduent State & Local Solutions, Inc. and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Conduent State & Local Solutions, Inc. has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, Conduent State & Local Solutions, Inc. shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Conduent State & Local Solutions, Inc. may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. Conduent State & Local Solutions,

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Inc. shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Conduent State & Local Solutions, Inc. shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Conduent State & Local Solutions, Inc. shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. 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;
- c. 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
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Conduent State & Local Solutions, Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon Conduent State & Local Solutions, Inc. regarding the Confidential Information, and Conduent State & Local Solutions, Inc. shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Conduent State & Local Solutions, Inc. Confidential Information. Conduent State & Local Solutions, Inc. shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept Conduent State & Local Solutions, Inc. designation of material as confidential. Conduent State & Local Solutions, Inc. acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Conduent State & Local Solutions, Inc. as confidential, the State shall notify Conduent State & Local Solutions, Inc. and specify the date the State will be releasing the requested information. At the request of the State, Conduent State &

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Local Solutions, Inc. shall cooperate and assist the State with the collection and review of Conduent State & Local Solutions, Inc. information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Conduent State & Local Solutions, Inc. sole responsibility and at Conduent State & Local Solutions, Inc. sole expense. If Conduent State & Local Solutions, Inc. fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Conduent State & Local Solutions, Inc., without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.6 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

12.3 In the event that Conduent State & Local Solutions, Inc. should change ownership for any reason whatsoever that results in a change of control of Conduent State & Local Solutions, Inc., the State shall have the option of:

- a. continuing under the Agreement with Conduent State & Local Solutions, Inc., its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Conduent State & Local Solutions, Inc., its successors or assigns.

A.7 **Replace Provision 13 INDEMNIFICATION of General Provision P37 with the following language:**

Unless otherwise exempted by law, Conduent State & Local Solutions, Inc. shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) breach of contract, willful misconduct, or negligent acts or omission of Conduent State & Local Solutions, Inc., or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by Conduent State & Local Solutions, Inc. arising under this paragraph 13. 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.

A.8 **The following Provisions are added and made part of the P37:**

25. FORCE MAJEURE

25.1 Neither Conduent State & Local Solutions, Inc. nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not

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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.

- 25.2** Except in the event of the foregoing, Force Majeure events shall not include Conduent State & Local Solutions, Inc. inability to hire or provide personnel needed for Conduent State & Local Solutions, Inc. performance under the Contract.

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Conduent State & Local Solutions, Inc. shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

Conduent State & Local Solutions, Inc. shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Transportation Contract Agreement 2019-085.
- ii. Final State Responses to Vendor Inquires to RFP 2019-085.
- iii. RFP 2019-085 Toll Collection System dated with related attachments, appendices, and Addendum #1 and Addendum #2.
- iv. Vendor Proposal Response to Department of Transportation 2019-085 Toll Collection System dated June 23, 2021
- v. Vendor Interview Presentation material and responses to State's questions to RFP 2019-085.

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

The purpose of this project is to acquire a new Conventional Cash/E-ZPass Toll Collection System (TCS) through an upgrade process by utilizing existing hardware where practical, replacing the TCS Software, and securing ongoing maintenance services. To fulfill these intentions, the following project goals have been established:

Goal 1: Acquire a new TCS with a primary focus on replacing the legacy system software and hardware over the initial five (5) year term while reusing existing lane system hardware.

Goal 2: Obtain on-going TCS maintenance services for the upgraded TCS software and hardware to maintain the required system KPIs.

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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

2. BUSINESS / TECHNICAL REQUIREMENTS

Section #	Conformance with RFP 2019-085 Requirements	Compliance			Existing Functionality			Configurability			Contractor Comments
		Y	N	K	E	M	D	U	C	T	
C.1	PROJECT OVERVIEW										
C.1.1	Project Goals	N			N					N	
C.2	DEFINITION & UNDERSTANDING OF THE TERM CONFIGURABLE										
C.3	PHASE I – TOLL COLLECTION SYSTEM UPGRADE REQUIREMENTS										
C.3.1	Scope of Work	N			N					N	
C.3.2	System Overview	N			N					N	
C.3.3	Contractor Compensation	N			N					N	
C.3.3.1	Phase I – Toll System Upgrade Compensation and Payment Schedule	N			N					N	
C.3.3.2	Phase II – New TCS Maintenance Compensation	N			N					N	
C.3.4	Compliance Matrix	N			N					N	
C.3.5	Use of Existing Equipment		N		N					N	
C.3.6	Lane Functional Requirements										
C.3.6.1	Lane Modes	N			N					N	
C.3.6.2	Lane Functionalities										
C.3.6.2.1	Manual E-ZPass Lane	N			N					N	
C.3.6.2.2	ACM Lane	N			N					N	
C.3.6.2.3	Dedicated E-ZPass Lane	N			N					N	
C.3.6.3	Data Exchange	N			N					N	
C.3.6.4	E-ZPass Database	N			N					N	
C.3.6.5	Transaction Processing	N			N					N	
C.3.6.6	Access Detection										REMOVED
C.3.6.7	Violation Detection	N			N					N	
C.3.6.8	Reverse Lane Mode Lock	N			N					N	
C.3.6.9	Automatic Vehicle Identification (AVI) System	N			N					N	
C.3.6.10	Automatic Vehicle Detection and Classification (AVDC) System	N			N					N	
C.3.6.11	Violation Enforcement Subsystem										
C.3.6.11.1	VES Subsystem	N			N					N	
C.3.6.11.2	VES Implementation	N			N					N	
C.3.6.11.3	Violation Logic	N			N					N	
C.3.7	Lane Technical Requirements										
C.3.7.1	Lane Controller	N			N					N	
C.3.7.1.1	Lane Controller Start-Up	N			N					N	
C.3.7.1.2	Transaction Processing	N			N					N	
C.3.7.1.3	Fare Determination	N			N					N	
C.3.7.1.4	Fare Class	N			N					N	
C.3.7.1.5	Saving of Images	N			N					N	
C.3.7.1.6	Configuration Files	N			N					N	
C.3.7.1.7	Interface to AVI Subsystem	N			N					N	
C.3.7.1.8	Interface to AVDC Subsystem	N			N					N	
C.3.7.1.9	Interface to VES	N			N					N	
C.3.7.1.10	Interface to TCS Host	N			N					N	
C.3.7.1.11	Interface to MOMS	N			N					N	
C.3.7.1.12	Receiving Data	N			N					N	
C.3.7.1.13	Transmitting Data	N			N					N	
C.3.7.1.14	Monitor All Lane Equipment for Device Status	N			N					N	
C.3.7.1.15	Diagnostics and Equipment Malfunction	N			N					N	
C.3.7.1.16	Stand-alone Mode of Operation	N			N					N	
C.3.7.1.17	Time Synchronization	N			N					N	
C.3.7.1.18	Operating Systems and Software	N			N					N	
C.3.7.1.19	Installation Requirements	N			N					N	

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Section #	Conformance with RFP 2019-085 Requirements	Compliance			Existing Functionality			Configurability			Contractor Comments
		V	R	E	E	M	B	U	C	F	
C-3.7.2	Point-of-Collection Equipment										
C-3.7.2.1	Toll Collector Terminal	X			X					X	
C-3.7.2.2	Receipt Printer	X			X					X	
C-3.7.2.3	Canopy Override Switch	X			X					X	
C-3.7.3	AVI Subsystems	X			X					X	
C-3.7.4	Vehicle Detection and Classification	X			X					X	
C-3.7.5	Attendant Identification Display	X			X					X	
C-3.7.6	Patron Feedback Display (FID)	X			X					X	
C-3.7.7	Lane Traffic Signal	X			X					X	
C-3.7.8	Lane Status Lights	X			X					X	
C-3.7.9	Lane Feed Back Operations	X			X					X	
C-3.7.9.1	Dedicated E-ZPass Lane										
C-3.7.9.1.1	Valid Tag	X			X					X	
C-3.7.9.1.2	Valid Non-Revenue Tag	X			X					X	
C-3.7.9.1.3	Low Balance Tag	X			X					X	
C-3.7.9.1.4	Invalid or Lost/Stolen Tag	X			X					X	
C-3.7.9.1.5	No Tag Read	X			X					X	
C-3.7.9.1.6	Class Mismatch	X			X					X	
C-3.7.9.1.7	Speed Violation	X			X					X	
C-3.7.9.2	E-ZPass Manual Lane										
C-3.7.9.2.1	Valid E-ZPass Tag, Class Mismatch	X			X					X	
C-3.7.9.2.2	Valid E-ZPass Tag	X			X					X	
C-3.7.9.2.3	Low Balance E-ZPass Tag	X			X					X	
C-3.7.9.2.4	Invalid Lost/Stolen E-ZPass Tag, Cash Payment	X			X					X	
C-3.7.9.2.5	Invalid Lost/Stolen E-ZPass Tag, No Cash Payment	X			X					X	
C-3.7.9.2.6	Valid E-ZPass Tag, Patron Pays Cash	X			X					X	
C-3.7.9.2.7	Tag Slip Read from Next Vehicle	X			X					X	
C-3.7.9.2.8	US Cash	X			X					X	
C-3.7.9.2.9	Insufficient No Funds	X			X					X	
C-3.7.9.2.10	Invalid E-ZPass & No Funds	X			X					X	
C-3.7.9.2.11	Valid E-ZPass & No Fund	X			X					X	
C-3.7.9.2.12	No Classification	X			X					X	
C-3.7.9.2.13	Canadian Paper, Change Due	X			X					X	
C-3.7.9.2.14	Canadian Paper, More Due, Paid Exactly	X			X					X	
C-3.7.9.2.15	Canadian Paper, More Due, Overpaid	X			X					X	
C-3.7.9.2.16	CAN Paper, More Due, Overpaid Coin	X			X					X	
C-3.7.9.3	ACM Only Lane	X			X					X	
C-3.7.9.3.1	Class 1 Full Payment or Overpayment	X			X					X	
C-3.7.9.3.2	Class 1 Full Back-out Case W/O Met Andet	X			X					X	
C-3.7.9.3.3	ACM Class 1 Patron Back-out (Overcharge)	X			X					X	
C-3.7.9.3.4	Non-Class 1 Class Violations	X			X					X	
C-3.7.9.4	Miscellaneous Cases										
C-3.7.9.4.1	Closed Reversible Lane	X			X					X	
C-3.7.9.4.2	Closed Non-reversible Lane	X			X					X	
C-3.7.9.4.3	Special Events	X			X					X	
C-3.7.10	Equipment Enclosures	X			X					X	
C-3.8	Plan Functional Requirements										
C-3.8.1	Moore Bag Handling	X			X					X	
C-3.8.2	Random Bag Audit	X			X					X	
C-3.8.3	Minister Generation	X			X					X	

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EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Section #	Conformance with RFP 2019-085 Requirements	Compliance			Existing Functionality			Configurability			Contractor Comments
		Y	N	E	S	M	D	U	C	F	
C-3.8.2	Change Fund Management	N			N				N		
C-3.8.3	Plaza Monitoring	N			N				N		
C-3.8.3.1	Alarm Monitoring	N			N				N		
C-3.8.6	Route Management (Lane open/closed, etc)	N			N				N		
C-3.8.7	Plaza Administration Application	N			N				N		
C-3.9	Plaza Technical Requirements										
C-3.9.1	Workstations	N			N				N		
C-3.9.2	Printers	N			N				N		
C-3.9.3	Plaza TCS Servers	N			N				N		
C-3.9.4	Plaza VES Servers	N			N				N		
C-3.9.5	Plaza VES Server Interfacing with the CSC VPC	N			N				N		
C-3.10	Host Functional Requirements	N			N				N		
C-3.10.1	Interface with the E-ZPass CSC VPC	N			N				N		
C-3.10.2	Interface with the ORT AET System	N			N				N		
C-3.10.3	Communications Interface	N			N				N		
C-3.10.4	File Transfer	N			N				N		
C-3.10.4.1	E-ZPass Transaction Files	N			N				N		
C-3.10.4.2	E-ZPass Tag Status Files	N			N				N		
C-3.10.5	Interface with the Money Processing Vendor	N			N				N		
C-3.10.6	Interface with Bank	N			N				N		
C-3.10.7	WASH Monitoring	N			N				N		
C-3.10.8	Time Synchronization	N			N				N		
C-3.10.9	Canadian Exchange Rates	N			N				N		
C-3.10.10	Back Deposit Tracking	N			N				N		
C-3.10.11	Valid Switch Amount	N			N				N		
C-3.10.12	Vehicle Tracking Requirements	N			N				N		
C-3.10.13	Revenue Day Assignment and Verification	N			N				N		
C-3.10.14	Data Summarization	N			N				N		
C-3.10.15	Diagnostics	N			N				N		
C-3.10.16	Data Security	N			N				N		
C-3.10.17	Transaction File Processing	N			N				N		
C-3.10.18	Fare Calculation	N			N				N		
C-3.10.19	Real-Time Monitoring	N			N				N		
C-3.10.20	User Setup and Maintenance Screen	N			N				N		
C-3.10.21	Upload/Verification of Transaction Records	N			N				N		
C-3.10.22	Download Account Status Data, Toll Rate Table, and Time Synchronization	N			N				N		
C-3.10.23	Audit and Reconciliation	N			N				N		
C-3.11	Host Technical Requirements										
C-3.11.1	Host Server Hardware	N			N				N		
C-3.11.2	Host Server Operating System	N			N				N		
C-3.11.3	Host System Database	N			N				N		
C-3.11.4	Data Backup and Data Retention	N			N				N		
C-3.11.5	System Access	N			N				N		
C-3.11.6	Communications Equipment	N			N				N		
C-3.12	Reports										
C-3.12.1	Screen and Report Access	N			N				N		
C-3.12.2	Toll Collection System Screen Reports	N			N				N		
C-3.12.3	Host Reports										
C-3.12.3.1	Collector Reports										
C-3.12.3.1.1	Collector Summary of Day (SOD) Report	N			N				N		

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Section #	Conformance with RFP 1019-085 Requirements	Compliance			Existing Functionality			Configurability			Contractor Comments
		Y	N	E	E	M	D	U	C	T	
C-3.12.3.1.1	Collector Tour of Duty (TOD) Report	N			N				N		
C-3.12.3.1.2	Initial Audit	N			N				N		
C-3.12.3.2	Revenue Reports										
C-3.12.3.2.1	Daily Bank Reconciliation by Process Date	N			N				N		
C-3.12.3.2.2	Plaza Deposit Record by Bank Revenue Date	N			N				N		
C-3.12.3.2.3	Daily Revenue by Plaza Report	N			N				N		
C-3.12.3.2.4	Revenue by Plaza Report	N			N				N		
C-3.12.3.2.5	Daily New Revenue Report	N			N				N		
C-3.12.3.2.6	Revenue Report	N			N				N		
C-3.12.3.2.7	Deposit by Bank Revenue Date Report	N			N				N		
C-3.12.3.2.8	Deposit by Bank Deposit Date Report	N			N				N		
C-3.12.3.2.9	Plaza Deposit Record by Bank Revenue Date Report	N			N				N		
C-3.12.3.3	E-ZPass Reports										
C-3.12.3.3.1	E-ZPass Revenue by Plaza Report	N			N				N		
C-3.12.3.3.2	E-ZPass Usage Report (single transponder)	N			N				N		
C-3.12.3.3.3	Daily Lane Operation Report	N			N				N		
C-3.12.3.3.4	E-ZPass Market Share Report	N			N				N		
C-3.12.3.4	Audit Reports										
C-3.12.3.4.1	Axle Dollar Variance	N			N				N		
C-3.12.3.4.2	Audit Log	N			N				N		
C-3.12.3.4.3	Audit Entry Log	N			N				N		
C-3.12.3.4.4	Change Fund Audit	N			N				N		
C-3.12.3.4.5	Detailed Audit	N			N				N		
C-3.12.3.4.6	System Audit	N			N				N		
C-3.12.3.4.7	Home Away E-ZPass Transaction Report	N			N				N		
C-3.12.3.4.8	OBT Reconciliation Summary Report	N			N				N		
C-3.12.3.4.9	Central Cash Accounting Plaza Revenue Report	N			N				N		
C-3.12.3.4.10	Initial Audit Report	N			N				N		
C-3.12.3.4.11	Final Audit Report	N			N				N		
C-3.12.3.4.12	Adjustment Summary Report	N			N				N		
C-3.12.3.4.13	Active and Terminated TCS User List	N			N				N		
C-3.12.3.4.14	Money Bag Manifest Report	N			N				N		
C-3.12.3.4.15	Bag Discrepancy Audit Report	N			N				N		
C-3.12.3.4.16	KPI Audit	N			N				N		
C-3.12.3.4.17	Deposit Money Movement Audit Report	N			N				N		
C-3.12.3.4.18	Cash Room Activity Audit Report	N			N				N		
C-3.12.3.5	Traffic Reports										
C-3.12.3.5.1	Hourly Method of Payment Report	N			N				N		
C-3.12.3.5.2	Hourly Lane Traffic by Lane Report	N			N				N		
C-3.12.3.5.3	Traffic by Lane Report	N			N				N		
C-3.12.3.5.4	Daily Traffic Overview Report	N			N				N		
C-3.12.3.6	Revenue and Traffic Comparison and Projections										
C-3.12.3.6.1	Traffic and Revenue Report	N			N				N		
C-3.12.3.6.2	Ranking Traffic Report	N			N				N		
C-3.12.3.6.3	Ranking Revenue Report	N			N				N		
C-3.12.3.6.4	Weighted Average Report	N			N				N		
C-3.12.3.7	Daily Plaza Report										
C-3.12.3.7.1	Plaza Events	N			N				N		
C-3.12.3.7.2	Transaction Details	N			N				N		
C-3.12.3.7.3	Transaction Reconciliation Reports	N			N				N		

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		Y	N	E	E	M	D	U	C	F	
C-3.12.3.7.4	Transponder File Transmission Report	X			X			X			
C-3.12.3.7.5	Arreduant Scheduling Report	X			X			X			
C-3.13	Data Migration	X			X			X			
C-3.13.1	Migration Approach	X			X			X			
C-3.13.2	Migration Testing and Validation	X			X			X			
C-3.13.3	Implementation	X			X			X			
C-3.14	Data and Anti-Virus Protection	X			X			X			
C-3.15	Digital Video Audit System (DVAS)	X			X			X			
C-3.15.1	DVAS Architecture and Network Video Management Server	X			X			X			
C-3.15.2	DVAS Cameras	X			X			X			
C-3.15.3	DVAS Audio Application	X			X			X			
C-3.16	Video Surveillance System	X			X			X			
C-3.16.1	VSS Camera	X			X			X			
C-3.16.1.1	IP Fixed Cameras (Outdoor Type)	X			X			X			
C-3.16.2	VSS Application	X			X			X			
C-3.17	Standalone Capabilities	X			X			X			
C-3.17.1	Lane	X			X			X			
C-3.17.2	Plaza	X			X			X			
C-3.17.3	Hoc	X			X			X			
C-3.18	Power Backups (UPS)	X			X			X			
C-3.19	Maintenance On-Line Management System (MON/S)	X			X			X			
C-3.19.1	Maintenance On-Line Management System (MON/S) Administration	X			X			X			
C-3.19.2	Failure Malfunction Reporting	X			X			X			
C-3.19.3	Performance and Status Monitoring - Real Time Display and User Interface	X			X			X			
C-3.19.4	Remote Access	X			X			X			
C-3.19.5	Inventory Spare Parts Control	X			X			X			
C-3.20	Communications Requirements										
C-3.20.1	Lane to Plaza Communications	X			X			X			
C-3.20.2	Plaza to Hoc Communications	X			X			X			
C-3.20.3	Maintenance Service	X			X			X			
C-3.21	Environmental Requirements										
C-3.21.1	Weatherproofing	X			X						
C-3.22	System Security										
C-3.22.1	Data Security and Integrity	X			X			X			
C-3.22.2	Computer Access Security	X			X			X			
C-3.23	Physical Security										
C-3.23.1	Enclosure Access	X			X			X			
C-3.23.2	Toll Collection System Lock Requirements	X			X			X			
C-3.24	TCS Performance Requirements										
C-3.24.1	Accuracy Requirements	X			X			X			
C-3.24.2	Mean-Time-Between-Failure (MTBF)	X			X			X			
C-3.24.3	Availability	X			X			X			
C-3.24.4	Chargeable and Non-Chargeable Failures										
C-3.24.4.1	Chargeable Failures										
C-3.24.4.2	Non-Chargeable Failures										
C-4	TCS INSTALLATION REQUIREMENTS										
C-4.1	Installation Scope of Work and Requirements	X			X			X			
C-4.2	Installation and Construction Coordination and Meetings										
C-4.2.1	Bi-Weekly Installation Meetings	X			X			X			
C-4.2.2	Construction Coordination	X			X			X			

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		Y	N	E	E	M	D	U	C	F	
C-4.1	System Installation Requirements	N			N					N	
C-4.1.1	Installation Checklist	N			N					N	
C-4.4	Compliance to Standards	N			N					N	
C-4.5	Electrical Work	N			N					N	
C-4.5.1	Electrical Requirements	N			N					N	
C-4.5.2	Installation Requirements	N			N					N	
C-4.5.3	Mounting of Equipment, Conduit Attachment and Components	N			N					N	
C-4.5.4	Inspection	N			N					N	
C-4.5.5	Conduit	N			N					N	
C-4.5.6	Electrical Systems and Electronic Cable	N			N					N	
C-4.5.7	Wiring	N			N					N	
C-4.5.8	Routing, Grounding	N			N					N	
C-4.5.9	Surge Protection	N			N					N	
C-4.6	Work Standards and Requirements	N			N					N	
C-4.7	FCC Licensing	N			N					N	
C-5	TCS TESTING										
C-5.1	Overview	N			N					N	
C-5.2	Factory Acceptance Test (FAT)	N			N					N	
C-5.2.1	FAT Travel Costs	N			N					N	
C-5.3	System Acceptance Testing	N			N					N	
C-5.3.1	On-Site First Installation Test	N			N					N	
C-5.3.1.1	Interface Testing	N			N					N	
C-5.3.1.2	Disaster Recovery Test	N			N					N	
C-5.3.2	Statistical Evaluation Test	N			N					N	
C-5.3.2.1	Measurement of Errors	N			N					N	
C-5.4	Commissioning Test	N			N					N	
C-5.5	Extended Operations Test (EOT)	N			N					N	
C-5.6	Reasonableness Test	N			N					N	
C-6	PROJECT MANAGEMENT AND EXECUTION										
C-6.1	Project Reporting and Meetings										
C-6.1.1	Monthly Report and Progress Meeting	N			N					N	
C-6.1.2	Project Meetings	N			N					N	
C-6.2	Staffing	N			N					N	
C-6.2.1	Key Personnel	N			N					N	
C-6.2.2	Staffing Plan	N			N					N	
C-6.3	Documentation	N			N					N	
C-6.3.1	Contractor Developed Documentation	N			N					N	
C-6.3.1.1	Project Management Plan	N			N					N	
C-6.3.1.2	Schedule	N			N					N	
C-6.3.1.3	TCS Design Documentation										
C-6.3.1.3.1	Preliminary Design Review	N			N					N	
C-6.3.1.3.2	System Detailed Design Review	N			N					N	
C-6.3.1.3.3	Detailed Design Document	N			N					N	
C-6.3.1.4	Shop Drawings	N			N					N	
C-6.3.1.5	Master Test Plan	N			N					N	
C-6.3.1.6	Installation and Transition Plan	N			N					N	
C-6.3.1.7	Maintenance Plan	N			N					N	
C-6.3.1.8	Manuals										
C-6.3.1.8.1	Toll Collector Manual	N			N					N	
C-6.3.1.8.2	Toll Supervisor Manual	N			N					N	

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		Y	N	E	E	M	D	U	C	F	
C.6.3.1.8.3	Administration And/Or User's Manual	N			N				N		
C.6.3.1.8.4	Maintenance and Service Manual	N			N				N		
C.6.3.1.9	Part List and Catalogs	N			N				N		
C.6.3.1.10	As-Built Drawings	N			N				N		
C.6.3.2	Third Party Documentation	N			N				N		
C.6.3.3	Third Party Software Documentation	N			N				N		
C.6.3.4	Third Party Hardware Documentation	N			N				N		
C.6.4	Quality Assurance and Quality Control	N			N				N		
C.6.4.1	Configuration Management System	N			N				N		
C.6.4.2	Change Control Process	N			N				N		
C.6.4.3	Records	N			N				N		
C.6.4.4	Control of Purchase	N			N				N		
C.6.4.5	Inspection and Verification	N			N				N		
C.6.4.6	Handling, Storage and Delivery	N			N				N		
C.6.4.7	Inspection at Subcontractor and Contractor Facilities	N			N				N		
C.6.4.8	Access to Inspection of Contractor Facilities	N			N				N		
C.6.5	Training	N			N				N		
C.7	PROJECT SCHEDULE, PHASES AND MILESTONES										
C.7.1	Project Phases	N			N						
C.7.2	Project Schedule	N			N						
C.7.3	Work Progress	N			N						
C.7.4	Phase I	N			N						
C.7.4.1	Phase IA	N			N				N		
C.7.4.2	Phase IB	N			N				N		
C.7.4.3	Phase IC	N			N				N		
C.7.5	Phase II	N			N				N		
C.8	PHASE II – TCS MAINTENANCE										
C.8.1		N			N				N		
C.8.1.1	Summary Scope of Work	N			N				N		
C.8.1.2	Maintenance and Software Support Services	N			N				N		
C.8.2	Warranty Program	N			N				N		
C.8.2.1	Hardware Warranty Program including Third Party Warranty	N			N				N		
C.8.2.2	Software Warranty	N			N				N		
C.8.2.2.1	Software Problem Definitions	N			N				N		
C.8.2.2.2	Defect Severity	N			N				N		
C.8.2.3	Severely Hardware Warranty	N			N				N		
C.8.3	Classroom Plan	N			N				N		
C.8.4	Maintenance Requirements										
C.8.4.1	Maintenance Coverage and Response Times	N			N				N		
C.8.4.2	Response and Repair times shall be calculated on a per event basis	N			N				N		
C.8.4.3	Maintenance On-Line Management System (MOM/IS)	N			N				N		
C.8.4.4	Preventive Maintenance	N			N				N		
C.8.4.5	Predictive Maintenance	N			N				N		
C.8.4.6	Corrective Maintenance	N			N				N		
C.8.4.7	Upgrades and Enhancements	N			N				N		
C.8.4.8	Notifications	N			N				N		
C.8.4.9	Recording of Maintenance Activities	N			N				N		
C.8.5	Spare Parts	N			N				N		
C.8.5.1	Spare Part Inventory and Tracking	N			N				N		
C.8.5.2	Procurement and Control of Spare Parts	N			N				N		

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		Y	N	E	E	M	D	U	C	F	
C-8.5.3	Inventory Management	N			N					N	
C-8.6	Cooperation with Other Contractors and Providers	N			N					N	
C-8.7	Emergency Response Management	N			N					N	
C-8.8	Incident and Revenue Loss Reporting	N			N					N	
C-8.9	Maintenance Staffing, Materials and Training	N			N					N	
C-8.9.1	Maintenance Staffing Requirements	N			N					N	
C-8.9.2	Tools and Materials	N			N					N	
C-8.9.3	Personnel Training	N			N					N	
C-8.9.4	Training Materials and Ongoing Education	N			N					N	
C-8.9.4.1	Training Program	N			N					N	
C-8.9.4.2	Training Records	N			N					N	
C-8.9.4.3	Safety	N			N					N	
C-8.9.5	Maintenance and Protection of Traffic	N			N					N	
C-8.9.6	Reporting Requirements	N			N					N	
C-8.9.7	Field and Shop Maintenance Records	N			N					N	
C-8.9.7.1	Maintenance Summary Reports	N			N					N	
C-8.9.7.2	Additional Summary Reports	N			N					N	
C-8.10	On-Site Documentation	N			N					N	
C-8.11	Maintenance Performance Requirements	N			N					N	
C-8.11.1	Maintenance Coverage	N			N					N	
C-8.11.2	Performance Reviews	N			N					N	
C-8.11.3	Required Performance and Liquidated Damages Summary	N			N					N	
C-8.12	Security	N			N					N	
C-8.13	Confidentiality	N			N					N	

Notes:

1 - Compliance: Y-YES, N-NO, E-EXCEEDS

2 - Existing Functionality: E-EXISTING, M-MODIFY, D-DEVELOP

"Existing" denotes a current feature of the Contractor's proposed Solution that does not require further development.

"Modify" denotes a current feature of the Contractor's proposed Solution that will require modification for final design compliance.

"Develop" denotes a feature that will be developed new as part of this Project.

3 - Configurability: U - USER CONFIGURABLE, C - CONFIGURABLE, F - FIXED

Definition: for Configurability is defined in section C-2 of the RFP.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

The project and all work under the contract shall be completed under two (2) overall phases including:

Phase I - New TCS Deployment - Phase shall involve the various efforts and task required to design, develop, install and commission the new TCS for revenue collection. Phase I shall be accomplished under the following sub phases;

Phase IA – Design, Development and Factory Test – Under this sub phase Conduent State & Local Solutions, Inc. shall complete the new TCS design and develop culminating in Factory Acceptance Test (FAT).

Phase IB – Installation, System Acceptance Testing and Commissioning – This will include the necessary efforts to provide any and all necessary installation and upgrade efforts including system commissioning testing.

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Phase IC – Extended Operations Test (EOT) – This test will be a 90-day evaluation of the new TCS under live operating conditions to prove out conformance with the specified requirements. This phase also includes full system warranty support and maintenance by Conduent State & Local Solutions, Inc.

Phase II - TCS Warranty and Maintenance – This phase begins on July 1, 2023 or after approved completion of Phase IB if beyond July 1, 2023. Warranty Period begins at the start of Phase IC for a minimum of three (3) months and continues through Phase II. The Contract maintenance term ends June 30, 2027.

3.1 Design/Implementation/Testing

Item No.	Event/Deliverable/ Milestone	Deliverable Type	Projected Delivery Date
1	Notice to Proceed/Mobilization		
2	Project Management Plan	Written	30 Days from NTP
3	Approved Baseline Project Schedule	Written	30 Days from NTP
4	Preliminary Design Review Meeting & System Requirements Matrix	Written	60 Days from NTP
5	Approved Master Test Plan	Written	75 Days from NTP
6	Approved Draft Business Rules Document	Written	90 Days from NTP
7	Approved Draft Interface Control Documents	Written	90 Days from NTP
8	Approved Draft Detailed Design Document	Written	120 Days from NTP
9	Approved Final Business Rule Document	Written	180 Days from NTP
10	Approved Final Interface Control Documents	Written	180 Days from NTP
11	Approved Final Detailed Design Document	Written	210 Days from NTP
12	Receipt of Toll Equipment		200 Days from NTP
13	Draft Maintenance Plan	Written	210 Days from NTP
14	Successful Completion of Factory Acceptance Test and Report (Phase IA Complete)*	Test/Written	Phase 1A
15	Approved Installation, Transition Plan and Data Migration	Written	60 Days prior to Commissioning
16	Training	Written	30 Days Prior to Commissioning
17	Final Shop Drawings	Written	30 Days Prior to Commissioning
18	Successful Completion of O&M, System Acceptance Testing and Commissioning*	Test/Written	Phase 1B
19	Final Maintenance Plan	Written	30 Days Prior to Commissioning
20	Approved TCS Maintenance and Service Manual	Written	60 Days after Installation
21	Approved Toll Collector Manual	Written	30 Days Prior to Commissioning
22	Approved Toll Shift Supervisor Manual	Written	30 Days Prior to Commissioning
23	Approved Administrator/Audit User	Written	30 Days Prior to Commissioning
24	Approved Maintenance Manual	Written	30 Days Prior to Commissioning
25	Successful Completion of Installation and Commissioning and (Phase IB Complete)*	Test/Written	Phase 1B
26	Successful Completion of EOT (Phase IC Complete)*	Test	Phase 1C
27	Final Parts List and BOM	Written	30 Days prior to Final System Acceptance
28	Approved As-Built Drawings	Written	30 Days prior to Final System Acceptance
29	Software Escrow approved	Software	
30	Retainage**	5.00%	

*Completion shall be based on approval by NHDOT.

**Retainage Released after all final items (Final Parts List, BOM, Approved As-Built Drawings and Software Escrow) are delivered and all punch list issues are closed.

Unless stated or otherwise agreed to between the NHDOT and the Contractor, the standard review time for the NHDOT shall be fifteen (15) business days.

*Final due dates will be set based on Conduent Project Schedule approved by NHDOT.

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

Conduent State & Local Solutions, Inc. shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from Conduent State & Local Solutions,

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Inc., the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit.

Detailed and accurate documentation is required to ensure sustainability of the TCS and that the NHDOT can operate and maintain the TCS. Detailed documentation shall enable the NHDOT to understand the TCS, thus resulting in better performance of audit and reconciliations. It also shall assist the NHDOT in making better, informed decisions on any required System changes or revisions to Business Rules.

Draft copies of all documentation shall be submitted to the NHDOT for review, and comment and the NHDOT shall have the right to require additional interim drafts at no additional cost should draft documentation submitted not be of adequate quality, or does not incorporate the NHDOT review comments, or have missing or incorrect information. Conduent State & Local Solutions, Inc. shall submit two (2) electronic versions of all Conduent State & Local Solutions, Inc. developed documentation for the NHDOT review and Approval unless otherwise stated. Acceptable softcopy formats are Microsoft Office (latest NHDOT version), and Adobe Portable Document Format (PDF) for Conduent State & Local Solutions, Inc. prepared documentation as listed below. Unless otherwise noted or instructed by NHDOT, document deliverables require a draft and final draft submission for NHDOT review and approval.

- **Draft** – Draft submittals shall be completed by Conduent State & Local Solutions, Inc. with an intent to represent a 90% completion. NHDOT's review of the Draft shall serve as the initial review and to resolve any outstanding issues and/or clarifications needed for Conduent State & Local Solutions, Inc. to complete the document and submit a Final Draft. NHDOT shall be allowed a fifteen (15) business day review period for all Draft submittals.
- **Final Draft** – The Final Draft shall be considered 100% complete taking into consideration and applying all comments and resolutions from the Draft submittal. NHDOT's review of the Final Draft is intended to verify that all comments and resolutions have been appropriately applied. NHDOT shall be allowed a five (5) business day review period for all Final Draft submittals.

Final submittals shall also be subject to final review and approval by NHDOT and for subsequent payment where applicable.

The NHDOT reserves the right to reject any submittal which it feels has not been adequately prepared. The NHDOT will inform the Conduent State & Local Solutions, Inc. in writing in such event and will request a resubmittal of the deliverable. NHDOT's rejection shall not waive Conduent State & Local Solutions, Inc. responsibility to fulfill and maintain the approved project schedule.

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In the event Conduent State & Local Solutions, Inc. fails to address comments appropriately requiring additional or repetitive reviews the NHDOT reserves the right to seek reimbursement for any additional consultant costs related to the additional review efforts. Conduent State & Local Solutions, Inc. shall meet the submittal dates as indicated in Section 10.1.1 Activities/Deliverable/Milestones Pricing. Each of these submittals along with all corresponding drafts shall be clearly represented in the Project Schedule. Conduent State & Local Solutions, Inc. shall ensure that the scheduling and submittal of all drafts take into account the required review and resubmittal times to meet the milestone deliverable date.

Conduent State & Local Solutions, Inc. shall take into consideration the review and response times of both the NHDOT and Conduent State & Local Solutions, Inc. in preparing and managing the timeliness of the document deliverables. As part of each review process, NHDOT will provide Conduent State & Local Solutions, Inc. with a consolidated set of comments on the deliverable submitted for review.

Conduent State & Local Solutions, Inc. shall respond in writing to all NHDOT provided comments. A comment resolution meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments and/or responses provided.

Based on NHDOT comments and the results of the comment resolution meeting, Conduent State & Local Solutions, Inc. shall prepare a final version of the deliverable for NHDOT approval.

4.2 Software Deliverables Review and Acceptance

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

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall Conduent State & Local Solutions, Inc. deliver to the State more than three (3) Deliverables for review at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By 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.

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5. CHANGE ORDER

PHASE I - (DESIGN, DEVELOPMENT, TESTING, DATA MIGRATION AND GO-LIVE)

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

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

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

PHASE II – OPERATIONS AND MAINTENANCE

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

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

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

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6. IMPLEMENTATION SERVICES

Conduent State & Local Solutions, Inc. shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Project Management Plan:

Conduent State & Local Solutions, Inc. shall manage Project execution and provide the tools needed to create and manage the Project's Project Management Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

Conduent State & Local Solutions, Inc. and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

Conduent State & Local Solutions, Inc. shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. Conduent State & Local Solutions, Inc. shall employ effective communication and Reporting strategies to ensure Project success. Conduent State & Local Solutions, Inc. Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Conduent State & Local Solutions, Inc. and State personnel. Conduent State & Local Solutions, Inc. shall provide all necessary resources to perform its obligations under the Contract. Conduent State & Local Solutions, Inc. is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

7.1 Conduent State & Local Solutions, Inc. Key Project Staff

7.1.1. Conduent State & Local Solutions, Inc. Contract Manager

Conduent State & Local Solutions, Inc. shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Conduent State & Local Solutions, Inc. Contract Manager is:

Carlos Lozano
703-386-6803
Carlos.Lozano@Conduent.com

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7.1.2. Conduent State & Local Solutions, Inc. Project Manager

Conduent State & Local Solutions, Inc. shall assign a Project Manager who is qualified to perform or supervise Conduent State & Local Solutions, Inc. obligations under this Agreement. Conduent State & Local Solutions, Inc. Project Manager is:

Francis Farrell
603-715-0399
Francis.Farrell@conduent.com

Conduent State & Local Solutions, Inc. selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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 Conduent State & Local Solutions, Inc. representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Two (2) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Conduent State & Local Solutions, Inc. may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Conduent State & Local Solutions, Inc. shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Conduent State & Local Solutions, Inc. shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. Conduent State & Local Solutions, Inc. Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Amie Grubb	Project Principal
Francis Farrell	Project Manager
Jeffrey Morris	Quality Assurance Manager

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Babu Rengarajan Technical Delivery Manager
Sean Water Installation Manager and Maintenance Manager

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Conduent State & Local Solutions, Inc. shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Background Checks

The State may require, and, at its sole expense, conduct reference and background screening of Conduent State & Local Solutions, Inc. staff assigned to this Contract.

7.1.6. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Conduent State & Local Solutions, Inc. in default and to pursue its remedies at law and in equity, if Conduent State & Local Solutions, Inc. fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Conduent State & Local Solutions, Inc. replacement of the Project Manager and/or Key Project Staff.

7.2 The State Key Project Staff

7.2.1. The 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:

Renee Dupuis Department of Transportation Bureau of Turnpikes Tel: (603)-485-3806 Fax: (603)-485-2107 Cell: (603)-848-7481 Renee.T.Dupuis@dot.nh.gov	US Mail: PO Box 2950 Concord NH 03302 UPS, DHL, Federal Express (etc.): 36 Hackett Hill Road Hooksett NH 03103
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7.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Renee Dupuis Department of Transportation Bureau of Turnpikes Renee.T.Dupuis@dot.nh.gov	Tel: 603-485-3806 Fax: 603-485-2107 Cell: 603-848-7481
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The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Conduent State & Local Solutions, Inc. working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

8. PROJECT MANAGEMENT PLAN

Conduent State & Local Solutions, Inc. Project Manager and the State Project manager shall finalize the Project Management Plan within Thirty (30) business days after Contract Award upon approval by Governor and Council and further refine the tasks required to implement the Project. Continued development and management of the Project Management Plan Project Management Plan is a joint effort on the part of Conduent State & Local Solutions, Inc. and State Project Managers.

Refer to Conduent State & Local Solutions, Inc. Proposal, Section D-24 Project Management Plan for the Project Management Plan.

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

9. ACCEPTANCE & TESTING SERVICES

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan

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methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Project Management Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will 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. The Vendor will also provide training as necessary to the State staff responsible for test activities.

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

Conduent State & Local Solutions, Inc. shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. Conduent State & Local Solutions, Inc. 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.

Refer to RFP Sections C-8 Phase II – TCS Maintenance, C-8.1 TCS Maintenance and Software Continuous Support Services, C-8.2 Warranty Program and Term, C-8.3 Maintenance Plan, C-8.4 Maintenance Requirements, C-8.5 Spare Parts, C-8.6 Cooperation with Other Contractors and Providers, C-8.7 Emergency Response Management, C-8.8 Incident and Revenue Loss Reporting, C-8.9 Maintenance Staffing, Materials and Training, C-8.10 On-Site Documentation, C-8.11 Maintenance Performance Requirements, C-8.12 Security and C-8.13 Confidentiality.

10.2 Contract Warranties and Representations

10.4.1. System

Conduent State & Local Solutions, Inc. warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

10.4.2. Software

Conduent State & Local Solutions, Inc. warrants that any Software provided as part of this Agreement, 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.

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For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option Conduent State & Local Solutions, Inc. shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Conduent State & Local Solutions, Inc. cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Conduent State & Local Solutions, Inc. 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 Conduent State & Local Solutions, Inc. cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Conduent State & Local Solutions, Inc. for the deficient Services.

10.4.3. Compatibility

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

10.4.4. Services

Conduent State & Local Solutions, Inc. warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

11. DATA PROTECTION

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

- a. Conduent State & Local Solutions, Inc. shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Conduent State & Local Solutions, Inc. applies to its own Personal Data and non-public data of similar kind.

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- b. All data obtained by Conduent State & Local Solutions, Inc. in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Conduent State & Local Solutions, Inc. is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, Conduent State & Local Solutions, Inc. shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to Conduent State & Local Solutions, Inc. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or employees – be copied, disclosed or retained by Conduent State & Local Solutions, Inc. or any party related to Conduent State & Local Solutions, Inc. for subsequent use in any transaction that does not include the State.
- e. Conduent State & Local Solutions, Inc. shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

Conduent State & Local Solutions, Inc. shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. Conduent State & Local Solutions, Inc. shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. Conduent State & Local Solutions, Inc. shall permit its personnel and Conduent State & Local Solutions, Inc. to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 Security Incident or Data Breach

Conduent State & Local Solutions, Inc. shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: Conduent State & Local Solutions, Inc. may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Conduent State & Local Solutions, Inc. communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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- b. Security Incident Reporting Requirements: Conduent State & Local Solutions, Inc. shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If Conduent State & Local Solutions, Inc. has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, Conduent State & Local Solutions, Inc. shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1.** This section only applies when a Data Breach occurs with respect to State data within the possession or control of Conduent State & Local Solutions, Inc. and/or the third-party designee hosting the data as agreed upon by Conduent State & Local Solutions, Inc. and the State.
- 11.3.2.** Conduent State & Local Solutions, Inc., unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3.** Conduent State & Local Solutions, Inc., unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach Conduent State & Local Solutions, Inc. shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4.** Unless otherwise stipulated, if a Data Breach is a direct result of Conduent State & Local Solutions, Inc. breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, Conduent State & Local Solutions, Inc. and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach.
 - b. notifications to individuals, regulators or others required by State law.
 - c. a credit monitoring service required by State (or federal) law.
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States

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(currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

- e. complete all corrective actions as reasonably determined by Conduent State & Local Solutions, Inc. based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

12. SOFTWARE AGREEMENT

Conduent State & Local Solutions, Inc. shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

13. ADMINISTRATIVE SERVICES

Conduent State & Local Solutions, Inc. shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

14. TRAINING

Conduent State & Local Solutions, Inc. shall provide a training schedule for toll collectors, supervisors, administration staff, and maintenance personnel. Conduent State & Local Solutions, Inc. will train the NHDOT's toll collection staff in the functions of the toll collectors. Training shall include both "classroom" training as well be available for hands-on or in-the-field training.

A separate training course shall be provided, at a location in New Hampshire designated by the NHDOT, for each of the following categories of personnel:

- Toll Collectors;
 - o *Five (5) sessions of courses required with a class size of up to ten (10) people and a minimum of two (2) hours per training class.*
- Supervisors;
 - o *Two (2) sessions of courses required with a class size of up to ten (10) people and a minimum of four (4) hours per training class.*
- Administrator/Auditor Personnel;
 - o *Two (2) sessions of courses required with a class size of up to ten (10) people and a minimum of four (4) hour per training class.*
- Operations Personnel
 - o *One session of course required with a class size of up to ten (10) people and a minimum of four (4) hours per training class.*

Maintenance training shall include both "classroom" training and extensive field training. These requirements shall be satisfied during the Warranty Period, commencing at a time designated by the NHDOT.

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Conduent State & Local Solutions, Inc. shall provide complete set of training manuals for all personnel to be trained.

In support of future collector training Conduent State & Local Solutions, Inc. shall also provide three (3) training workstations.

15. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

16. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Conduent State & Local Solutions, Inc. for all fees and expenses, of whatever nature, incurred by Conduent State & Local Solutions, Inc. in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services of this Contract. The State will reimburse to any travel or out of pocket expenses incurred in the performance of any services resulting from Change Requests and Work Orders.

3. SHIPPING FEES

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

4. INVOICING

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

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Transportation

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
2019-085 – Toll Collection System
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Bureau of Turnpikes
Renee Dupuis
7 Hazen Drive
PO BOX 483
Concord, New Hampshire 03302-0483

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. OVERPAYMENTS TO CONDUENT STATE & LOCAL SOLUTIONS, INC.

Conduent State & Local Solutions, Inc. shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

The State may apply credits due to the State arising out of this Contract, against Conduent State & Local Solutions, Inc. invoices with appropriate information attached.

9. CONTRACT EXTENSION COSTS

Contract extension costs for maintenance and labor rates are based on COLA, if extended at the sole option of the State as outlined in Contract Agreement-Special Provisions Section A1, Effective Date/Completion of Services. Training will be negotiated at the time of the contract extension.

10. PROJECT HOLDBACK

The State shall withhold five percent (5%) of the price for each Deliverable, as set forth in the Appendix B Table 1.5 Project Delivery Cost Detail Phase I – III until successful Final System Acceptance.

11. PAYMENT SCHEDULE

11.1 Non-Exclusive Not To Exceed

This is a Non-Exclusive Not to Exceed (NTE) with a maximum contract value of \$12,588,927.88 or the period between the Effective Date through June 30, 2027. Conduent State & Local Solutions, Inc. shall be responsible for performing its obligations in accordance with this Contract. This Contract will allow Conduent State & Local Solutions, Inc. to invoice the State for the following Activities, Deliverables, or milestones appearing in the price and payment tables below.

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11.2 Cost Summary Detail
Table 11.2 Cost Summary Details

Description	Design, Build & Implementation	Operations and Maintenance of Existing System Year 1 (FY 23)	Year 2 Maintenance (FY 24)	Year 3 Maintenance (FY 25)	Year 4 Maintenance (FY 26)	Year 5 Maintenance (FY 27)	Contract Item Total
Table 11.4 Bond, Issuance and Software Escrow Total	\$ 59,508.91						\$ 59,508.91
Table 11.5 Toll Hardware	\$ 2,816,892.13		\$ 25,428.00	\$ -	\$ 226,200.00	\$ -	\$ 3,068,520.13
Table 11.6 Software, Professional Services and Documentation	\$ 2,225,573.21		\$ 16,395.60	\$ 16,887.47	\$ 17,394.09	\$ 17,915.91	\$ 2,294,166.29
Table 11.7 Civil and Electrical Design and Construction	\$ 228,511.40						\$ 228,511.40
Table 11.8 Installation							\$ -
Table 11.9.1 Maintenance Costs FY 2023		\$ 1,575,520.00					\$ 1,575,520.00
Table 11.9.2 Maintenance Costs FY 2024			\$ 1,417,925.59				\$ 1,417,925.59
Table 11.9.3 Maintenance Costs FY 2025				\$ 1,498,804.04			\$ 1,498,804.04
Table 11.9.4 Maintenance Costs FY 2026					\$ 1,195,659.54		\$ 1,195,659.54
Table 11.9.5 Maintenance Costs FY 2027						\$ 1,250,311.99	\$ 1,250,311.99
FISCAL YEAR TOTALS	\$ 5,330,485.65	\$ 1,575,520.00	\$ 1,459,749.19	\$ 1,515,691.51	\$ 1,439,253.63	\$ 1,268,227.90	
TOTAL CONTRACT PRICE							\$ 12,588,927.88

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11.3 Design, Testing and Implementation Payment Schedule
Table 11.3 Design, Testing and Implementation Payment Schedule

Item No.	Event/Deliverable/ Milestone	Percent Payment	Cumulative Gross Payment	Payment Minus Retainage	Cumulative Net Payment	Payment Amount	Cumulative Payment Amount
Total Cost Phases I - IC							\$ 5,330,485.65
1	Notice to Proceed/Mobilization	5.00%	5.00%	4.75%	4.75%	\$ 253,198.07	\$ 253,198.07
2	Project Management Plan	4.00%	9.00%	3.80%	8.55%	\$ 202,558.45	\$ 455,756.52
3	Approved Baseline Project Schedule	2.00%	11.00%	1.90%	10.45%	\$ 101,279.23	\$ 557,035.75
4	Preliminary Design Review Meeting & System Requirements Matrix	4.00%	15.00%	3.80%	14.25%	\$ 202,558.45	\$ 759,594.20
5	Approved Master Test Plan	4.00%	19.00%	3.80%	18.05%	\$ 202,558.45	\$ 962,152.66
6	Approved Draft Business Rules Document	2.00%	21.00%	1.90%	19.95%	\$ 101,279.23	\$ 1,063,431.89
7	Approved Draft Interface Control Documents	2.00%	23.00%	1.90%	21.85%	\$ 101,279.23	\$ 1,164,711.11
8	Approved Draft Detailed Design Document	5.00%	28.00%	4.75%	26.60%	\$ 253,198.07	\$ 1,417,909.18
9	Approved Final Business Rule Document	2.00%	30.00%	1.90%	28.50%	\$ 101,279.23	\$ 1,519,188.41
10	Approved Final Interface Control Documents	2.00%	32.00%	1.90%	30.40%	\$ 101,279.23	\$ 1,620,467.64
11	Approved Final Detailed Design Document	5.00%	37.00%	4.75%	35.15%	\$ 253,198.07	\$ 1,873,665.70
12	Receipt of Toll Equipment	5.00%	42.00%	4.75%	39.90%	\$ 253,198.07	\$ 2,126,863.77
13	Draft Maintenance Plan	5.00%	47.00%	4.75%	44.65%	\$ 253,198.07	\$ 2,380,061.84
14	Successful Completion of Factory Acceptance Test and Report (Phase IA Complete)	7.00%	54.00%	6.65%	51.30%	\$ 354,477.30	\$ 2,734,539.14
15	Approved Installation, Transition Plan and Data Migration	4.00%	58.00%	3.80%	55.10%	\$ 202,558.45	\$ 2,937,097.59
16	Training	5.00%	63.00%	4.75%	59.85%	\$ 253,198.07	\$ 3,190,295.66
17	Final Shop Drawings	2.00%	65.00%	1.90%	61.75%	\$ 101,279.23	\$ 3,291,574.89
18	Successful Completion of OFIT, System Acceptance Testing and Commissioning	7.00%	72.00%	6.65%	68.40%	\$ 354,477.30	\$ 3,646,052.18
19	Final Maintenance Plan	2.00%	74.00%	1.90%	70.30%	\$ 101,279.23	\$ 3,747,331.41
20	Approved ICS Maintenance and Service Manual	2.00%	76.00%	1.90%	72.20%	\$ 101,279.23	\$ 3,848,610.64
21	Approved Toll Collector Manual	2.00%	78.00%	1.90%	74.10%	\$ 101,279.23	\$ 3,949,889.86
22	Approved Toll Shift Supervisor Manual	2.00%	80.00%	1.90%	76.00%	\$ 101,279.23	\$ 4,051,169.09
23	Approved Administrator/Audit User	1.00%	81.00%	0.95%	76.95%	\$ 50,639.61	\$ 4,101,808.70
24	Approved Maintenance Manual	1.00%	82.00%	0.95%	77.90%	\$ 50,639.61	\$ 4,152,448.32
25	Successful Completion of Installation and Commissioning and: (Phase IB Complete)	5.00%	87.00%	4.75%	82.65%	\$ 253,198.07	\$ 4,405,646.39
26	Successful Completion of EOT (Phase IC Complete)	7.00%	94.00%	6.65%	89.30%	\$ 354,477.30	\$ 4,760,123.68
27	Final Parts List and BOM	2.00%	96.00%	1.90%	91.20%	\$ 101,279.23	\$ 4,861,402.91
28	Approved As-Built Drawings	2.00%	98.00%	1.90%	93.10%	\$ 101,279.23	\$ 4,962,682.14
29	Software Escrow approved	2.00%	100.00%	1.90%	95.00%	\$ 101,279.23	\$ 5,063,961.36
30	Retainage*	5.00%		5.00%	100.00%	\$ 266,524.28	\$ 5,330,485.65

*Completion shall be based on approval by NHDOT.

**Retainage Released after all final items (Final Parts List, BOM, Approved As-Built Drawings and Software Escrow) are delivered and all punch list issues are closed.

Unless stated or otherwise agreed to between the NHDOT and the Contractor, the standard review time for the NHDOT shall be fifteen (15) business days.

*Final due dates will be set based on Conduent Project Schedule approved by NHDOT.

11.4 Bond, Issuance and Software Escrow Total
Table 11.4 Bond, Issuance and Software Escrow Total

DESCRIPTION	COMMENT	Design, Build & Implementation			Year 1 Maintenance (FY 23)			Year 2 Maintenance (FY 24)			Year 3 Maintenance (FY 25)			Year 4 Maintenance (FY 26)			Year 5 Maintenance (FY 27)			Contract Item Total
		Unit	Price	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	
Performance Bond**		LS	\$50,508.91	1.00	\$ 50,508.91															\$ 50,508.91
Insurance Policy	Included in over all Bond, Insurance and Software Escrow Costs																			
Software Escrow	Included in over all Bond, Insurance and Software Escrow Costs																			
		Subtotal			Subtotal			Subtotal			Subtotal			Subtotal			Subtotal			
		\$ 50,508.91			\$ -			\$ -			\$ -			\$ -			\$ -			

Grand Total \$ 50,508.91

11.5 Toll Hardware
Table 11.5 Toll Hardware

11.6 Software, Professional Services and Documentation
Table 11.6 Software, Professional Services and Documentation

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Conduent State & Local Solutions, Inc. Initials: SD
Date: 3/5/22

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11.7 Civil and Electrical Design and Construction
Table 11.7 Civil and Electrical Design and Construction

		Design, Build & Implementation			Year 1 Maintenance (FY 23)			Year 2 Maintenance (FY 24)			Year 3 Maintenance (FY 25)			Year 4 Maintenance (FY 26)			Year 5 Maintenance (FY 27)			Contract Item Total	
DESCRIPTION	COMMENT	Unit	Unit Price	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	Unit	Qty	Extended Price	
Development of Toll System Installation Plans		LS	\$ 23,400.00	1.00	\$ 23,400.00															\$ 23,400.00	
Civil Work		LS	\$205,111.40	1.00	\$205,111.40															\$205,111.40	
Electrical Work (AC Power, Data, RF Cabling)	Included in overall Civil & Electrical Design & Construction Cost																				
Subtotal					\$228,511.40	Subtotal			\$ -	Subtotal			\$ -	Subtotal			\$ -	Subtotal			\$ -
Grand Total																				\$228,511.40	

11.8 Installation
Table 11.8 Installation

		Design, Build & Implementation			Operations and Maintenance of Existing System Year 1 (FY 23)			Year 2 Maintenance (FY 24)			Year 3 Maintenance (FY 25)			Year 4 Maintenance (FY 26)			Year 5 Maintenance (FY 27)			Contract Item Total
DESCRIPTION	COMMENT	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	
Installation																				
TCS Host SW Installation	Included in overall Design, Build and Implementation Cost																			
MOMS SW Installation	Included in overall Design, Build and Implementation Cost																			
DVMS SW Installation	Included in overall Design, Build and Implementation Cost																			
Computer Equipment (Servers, Peripheral Equipment, Storage, etc.)	Included in overall Design, Build and Implementation Cost																			
Communications Interface	Included in overall Design, Build and Implementation Cost																			
Traffic Control	Included in overall Design, Build and Implementation Cost																			

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11.9 Maintenance Costs

Table 11.9.1 Maintenance Costs FY 2023

Operations and Maintenance of Existing System Year 1- FY 2023			
Description	Unit Cost	Months	Cost
Hardware Operations and Maintenance	\$ 125,460.00	12	\$ 1,505,520.00
Maintenance Contingency	\$ 70,000.00		\$ 70,000.00
FY 2023 Total Maintenance Costs			\$ 1,575,520.00

Table 11.9.2 Maintenance Costs FY 2024

Year 2 - FY 2024			
Description	Unit Cost	Months	Cost
1st Year Hardware Warranty and Maintenance	\$ 74,814.65	12	\$ 897,775.85
1st Year Software Warranty and Maintenance	\$ 39,179.15	12	\$ 470,149.74
Maintenance Contingency	\$ 50,000.00		\$ 50,000.00
FY 2024 Total Maintenance Costs			\$ 1,417,925.59

Table 11.9.3 Maintenance Costs FY 2025

Year 3 - FY 2025			
Description	Unit Cost	Months	Cost
1st Year Hardware Warranty and Maintenance	\$ 71,251.10	12	\$ 855,013.20
1st Year Software Warranty and Maintenance	\$ 46,982.57	12	\$ 563,790.84
Maintenance Contingency	\$ 80,000.00		\$ 80,000.00
FY 2025 Total Maintenance Costs			\$ 1,498,804.04

Table 11.9.4 Maintenance Costs FY 2026

Year 4 - FY 2026			
Description	Unit Cost	Months	Cost
1st Year Hardware Warranty and Maintenance	\$ 54,588.22	12	\$ 655,058.61
1st Year Software Warranty and Maintenance	\$ 40,883.41	12	\$ 490,600.93
Maintenance Contingency	\$ 50,000.00		\$ 50,000.00
FY 2026 Total Maintenance Costs			\$ 1,195,659.54

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Table 11.9.5 Maintenance Costs FY 2027

Year 5 - FY 2027			
Description	Unit Cost	Months	Cost
1st Year Hardware Warranty and Maintenance	\$ 55,762.85	12	\$ 669,154.25
1st Year Software Warranty and Maintenance	\$ 41,763.15	12	\$ 501,157.74
Maintenance Contingency	\$ 80,000.00		\$ 80,000.00
FY 2027 Total Maintenance Costs			\$ 1,250,311.99
TOTAL MAINTENANCE COSTS			\$ 6,938,221.16

11.10 Labor Rates

The State may request additional Services from Conduent State & Local Solutions and requires rates in the even that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire Fiscal year runs from July 1 through June 30 of the following calendar year.

Table 11.10 Labor Rates Worksheet

Item	Labor Category	FY 23	FY 24	FY 25	FY 26	FY 27
	Fully Burdened Hourly Rate					
1	Project Manager	\$ 257.50	\$ 265.23	\$ 273.19	\$ 281.39	\$ 289.83
2	Database Analyst	\$ 175.04	\$ 180.29	\$ 185.70	\$ 191.27	\$ 197.01
3	Senior Programmer Analyst- On shore	\$ 208.34	\$ 214.59	\$ 221.03	\$ 227.66	\$ 234.49
4	Senior Programmer Analyst- Off shore	\$ 80.22	\$ 82.63	\$ 85.11	\$ 87.66	\$ 90.29
5	Database Administrator	\$ 201.17	\$ 207.21	\$ 213.43	\$ 219.83	\$ 226.42
6	Hardware Engineer	\$ 159.86	\$ 164.66	\$ 169.60	\$ 174.69	\$ 179.93
7	Licensed Electrician	\$ 190.44	\$ 196.15	\$ 202.03	\$ 208.09	\$ 214.33
8	Installation Technitian	\$ 141.72	\$ 145.97	\$ 150.35	\$ 154.86	\$ 159.51
9	Maintenance Manager	\$ 122.02	\$ 125.68	\$ 129.45	\$ 133.33	\$ 137.33
10	Maintenance Technician	\$ 67.20	\$ 69.22	\$ 71.30	\$ 73.44	\$ 75.64

* Labor Rates for optional years 6 through 9 will be based on Cost of Living Adjustment (COLA).

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

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11.11 Spare Parts
Table 11.11 Spare Parts

Item	Qty
LANE CONTROLLER COMPONENTS	
IPC-6608 BP Bare Chassis RoHS	4
MiniRPS 300W ATX WITH ACTIVE PFC(ZIPPY)	8
7 Slots PICMG1.3BP, 2PCIe, 4PCI RoHS K	4
LGA1150 Q87 FSHB DDR3/Core i7/VGA/USB3/	4
CORE 3.1G 8M 1150P 4 CORE I7-4770S	4
8G DDR3-1600 240PIN 512X8 VLP MIC(G)	8
Cooler I-LGA1156 S-95W 83*83*56.5mm-SS	4
Standard Assembly, BIOS check, Power on	4
2.5" Hot Swap Hard Drive Tray	4
WD AV-25 WD10JUCT hard drive - 1TB	8
Adaptec RAID 6405E Storage Controller	4
RocketPort universal PCI 16-Port serial card	4
RocketPort INFINITY 16-Port serial card	4
RocketPort 16-Port RS-232/422 interface	4
EVERCOOL SB-F1 Case Cooling Fan	4
Fiber NIC 1000Mbps PCI 1 x LC	4
10/100/1000 Mbps Ethernet Network Adapter Card	4
Duplex Multimode 62.5/125 Fiber Adapter (LC-ST M/F) 0.3M (1-ft.)	4
Patron Fare Display	
19" TRMI Display Model #TRMI19PFD	4
JAI CAMERAS & FLASHES	
Lane Cameras: VIS-CAM-1000-AIO Horizontal Field of View (on road) = 15 ft @ 150 pixels per plate (needed for OCR) Vehicle Imaging Subsystem, including : TS-5000EN High Resolution Progressive Scan Monochrome Camera with AIO Housing w/ filter,IR LEDs, 14-50MM Fixed Focal Length IR Lens with Adjustment Lock-Downs, 24VDC/50W Heaters and Pan/Tilt/Role Mount.	8

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EXHIBIT D – SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE AGREEMENT

The terms outlined in the Software Agreement are set forth below:

1. LICENSE GRANT

1.1 CUSTOM SOFTWARE -- Perpetual License -- Subject to the upfront payment of all applicable license fees:

Conduent State & Local Solutions, Inc. 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 Conduent State & Local Solutions, Inc. to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Conduent State & Local Solutions, Inc. that each shall abide by the terms and conditions set forth herein.

1.2 SAAS -- Grant of Rights

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software and its associated documentation solely for the State's internal business operations subject to the terms of this Agreement and up to the number of Licenses documented in the Agreement.

The Parties acknowledge that this Agreement is a Services agreement and Conduent State & Local Solutions, Inc. will not be delivering copies of the Software to Customer as part of the Agreement.

2. SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Conduent State & Local Solutions, Inc.

Upon successful completion and/or termination of the Implementation of the Project, Conduent State & Local Solutions, Inc. shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Conduent State & Local Solutions, Inc. provided Software, and their associated Documentation including any and all performance enhancing operational plans and Conduent State & Local Solutions, Inc.'s special utilities. Conduent State & Local Solutions, Inc. shall license back to the State the right to produce, publish, or otherwise use such Software, , object code, modifications, reports, and Documentation developed under the Contract.

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In no event shall the 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 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.

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. Conduent State & Local Solutions, Inc. must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

3. SOFTWARE AND DOCUMENTATION COPIES

The State shall be entitled to copies of any work product upon request to Conduent State & Local Solutions, Inc. At the conclusion of this Agreement, Conduent State & Local Solutions, Inc. agrees to provide all copies of the Software for all versions, including related documentation, to the State. Conduent State & Local Solutions, Inc. shall not retain any work product associated with this Agreement unless authorized by the State in writing.

Conduent State & Local Solutions, Inc. shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. To the extent that the State does not have possession of the Software, Conduent State & Local Solutions, Inc. shall provide a reasonable number of copies of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by Conduent State & Local Solutions, Inc. on such copies.

4. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Conduent State & Local Solutions, Inc. proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

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5. VIRUSES

Conduent State & Local Solutions, Inc. shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Conduent State & Local Solutions, Inc. will use reasonable efforts to test the Software for Viruses.

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

Conduent State & Local Solutions, Inc. warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software ("Contracted Resources") 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 Contracted Resources infringe their intellectual property rights, Conduent State & Local Solutions, Inc. shall defend and indemnify the State against the claim provided that the State:

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

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

If Conduent State & Local Solutions, Inc. believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights,

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Conduent State & Local Solutions, Inc. may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, Conduent State & Local Solutions, Inc. may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid Conduent State & Local Solutions, Inc. under the Contract. Conduent State & Local Solutions, Inc. will not indemnify the State if the State alters the Contracted Resources without Conduent State & Local Solutions, Inc. consent or uses it outside the scope of use identified in Conduent State & Local Solutions, Inc. User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Conduent State & Local Solutions, Inc. will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by Conduent State & Local Solutions, Inc. Conduent State & Local Solutions, Inc. will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by Conduent State & Local Solutions, Inc. without Conduent State & Local Solutions, Inc. consent.

8. CONTROL OF ALL COMPONENT ELEMENTS

Conduent State & Local Solutions, Inc. acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Conduent State & Local Solutions, Inc. to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with Conduent State & Local Solutions, Inc. Deliverables.

9. CUSTOM SOURCE CODE

Should any custom source code be developed, Conduent State & Local Solutions, Inc. shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10. SOFTWARE MAINTENANCE AND SUPPORT

Conduent State & Local Solutions, Inc. shall maintain and support the system in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term and support transition activities through the end of term based on approved transition plan.

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EXHIBIT D – SOFTWARE AGREEMENT

Conduent State & Local Solutions, Inc. will not be responsible for maintenance or support for Software developed or modified by the State.

11. MAINTENANCE RELEASES

Conduent State & Local Solutions, Inc. 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.

12. SOFTWARE ESCROW

Conduent State & Local Solutions, Inc. will enter into a source and configuration code escrow Agreement, with a State approved escrow agent. The escrow Agreement requires Conduent State & Local Solutions, Inc. to put the Vendor Software source and configuration code in escrow including all build environment, configuration tools, API's and documentation required to successfully verify and build from Escrow. The source code should be kept current with quarterly update. In case of major updates, escrow should be updated within a month of deployment and stabilization of the code. The source code shall be released to the State if one of the following events has occurred:

- a. Conduent State & Local Solutions, Inc. has made an assignment for the benefit of creditors;
- b. Conduent State & Local Solutions, Inc. 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 Conduent State & Local Solutions, Inc. assets;
- d. Conduent State & Local Solutions, Inc. 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, except in cases where the termination or cessation is a result of the non-payment or other fault of the State; or
- e. Conduent State & Local Solutions, Inc. ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Conduent State & Local Solutions, Inc. hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, 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 Conduent State & Local Solutions, Inc. 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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1. 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:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Francis Farrell Sr Project Manager	Renee Dupuis Turnpike Assistant Administrator	Five (5) Business Days
First	Aime Grubb Project Principle	John Corcoran Turnpike Administrator	Ten (10) Business Days
Second	Scott Doering Vice President and General Manager	Victoria Sheehan DOT Commissioner	Fifteen (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.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide Conduent State & Local Solutions, Inc. with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

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3. RECORD RETENTION

Conduent State & Local Solutions, Inc. and its Subcontractors shall maintain all Project records including but not limited to 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. Conduent State & Local Solutions, Inc. and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

Conduent State & Local Solutions, Inc. shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

Conduent State & Local Solutions, Inc. shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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"), Conduent State & Local Solutions, Inc. understands and agrees to the following rules:

6.1.1. Computer Use

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- 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 Conduent State & Local Solutions, Inc. access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Conduent State & Local Solutions, Inc. access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Conduent State & Local Solutions, Inc. must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Conduent State & Local Solutions, Inc. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Conduent State & Local Solutions, Inc. is found to be in violation of any of the above-stated rules, Conduent State & Local Solutions, Inc. may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email 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." Conduent State & Local Solutions, Inc. understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

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pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

6.3 Workplace Hours

Unless otherwise agreed to by the State, Conduent State & Local Solutions, Inc. personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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

TERM	DEFINITION
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 Period The timeframe during which the Acceptance Test is performed.
Agreement	A Contract duly executed and legally binding.
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.
Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agency Representative	In the context of RFP 2019-085 Appendix C: System Requirements and Deliverables the Bureau's designated representative. Also referred to as "Agency's Designated Representative".
Agreement	A Contract duly executed and legally binding.
Apparent Violation	Transactions created in the lane at the time of vehicle passage through the lane where a valid Transponder read was not obtained from the vehicle.
Appendix	Supplementary material that is collected and appended at the back of a document.
Approve	"Approve" and its variations (e.g., "Approval") when capitalized in this Contract refer to the Agency's Acceptance of a Document, condition, action or Deliverable in writing for its own internal purposes. The Agency's Approval shall not be construed to mean the State's endorsement or assumption of liability, nor shall it relieve the Contractor of its responsibilities under the Contract.

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As-Built Drawings	Documents and other items set forth in RFP 2019-085 Appendix C: System Requirements and Deliverables, that constitute a complete and accurate record of the System as designed, delivered, installed Approved and Accepted.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Automatic Vehicle Detection System (AVDC)	A system for automatic vehicle detection, separation, and classification of vehicles.
Automatic Vehicle Identification (AVI)	A system consisting of RF antenna(s) and reader equipment installed in a toll lane, that meets E-ZPass and IAG requirements, and a compatible transponder mounted on a vehicle for automatic identification of the Transponder account as it passes through the lane.
Authorized User	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
Buffered Transponder Read	Transponder reads that are retained in the AVI reader when communications between the reader and the toll lane controller are down. These reads are not transmitted to the toll lane controller at the time of the Transponder read. Upon reestablishing communications such Transponder reads are transmitted to the toll lane controller and are called Buffered Transponder Reads.
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 36 Hackett Hill Road, Hooksett NH 03106
Business Day	The 24-hour toll collection day expressed from 00:00 AM to 24:00 AM in military time.
Business Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. EST, 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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Business Rules	A set of rules proposed by the Contractor and Approved by the Agency that defines how the Toll Collection System shall respond to various situations that occur during the toll collection process, based on business case and policy decisions made by the Agency, as the same may be amended from time to time by written agreement of the Agency and the Contractor.
CCP	Change Control Procedures
CM	Configuration Management
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.
Commissioning	The test that occurs upon completion and Approval of installation that indicates readiness for operations. Live operations shall not occur without the Approval of Commissioning. Upon such Approval, the Project shall be considered Commissioned.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, <u>Block 1.7</u>)
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	An 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 Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract.
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall

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	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.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – <u>Section 1.8: Price Limitation</u> , as well as Part 3, Exhibit B – <u>Paragraph 2: Contract Price</u> .
Contractor	The Contractor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract.
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/Migration Validation Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
COTS	Commercial Off the Shelf Software.
CR	Change Request
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.
Customized Hardware	The toll collection hardware provided by the System Integrator for the Toll Collection System that is designed and certified by the System Integrator.
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.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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DBA	Database Administrator
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by Conduent State & Local Solutions, Inc. 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 <u>RSA chapter 21-R</u> by the Legislature effective September 5, 2008.
Developer/Operator	The contracted individual, firm, or company that will perform the duties and Specifications of the contract. (See Vendor)
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing".
Digital Video Audit System (DVAS)	System with cameras located at a tolling location that permits remote viewing of vehicular events and images in real time or stored for review. System provides transaction event data overlaid on video for correlation of vehicle and transaction data as defined in this document.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
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.
Electronic Toll Collection (ETC)	A system of integrated devices and components that permit the automatic recording of vehicle transactions through electronic media in a toll revenue collection system.

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Encryption	Supports the transformation of Data for security purposes.
EOM	End of Month
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.
Existing Central Host	Shall mean the existing Bureau of Turnpikes toll host server system. Also referred to as "Existing Host" or "Existing Central Host System".
Existing System Integrator	Shall mean the existing Bureau of Turnpikes toll system integrator, currently Conduent. Also referred to as the Existing Toll System Contractor.
Event of Default	Any one or more of the following acts or omissions of a 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 Failure to perform any other covenant, term or condition of the Contract.
Extended Operations Test	A ninety (90) day Operational Test shall be conducted by the Contractor starting at a date as directed by the NHDOT, after opening to traffic. Beginning with that date, the System shall be observed in live operations by the Contractor and the NHDOT for a minimum of two (2) months to cover a monthly audit cycle.
Factory Acceptance Test	The testing performed by the Contractor to prove the functionality of the system in accordance with RFP 2019-085 Appendix C: System Requirements and Deliverables.
Final System Acceptance	Final System Acceptance will be considered by the State to have occurred when, the State in its sole discretion, determines that Contractor has complied with all of the completion requirements set forth for the Project in this Agreement.
Firm Fixed Price Contract	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.

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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.
GUI	Graphical user interface.
Harvest	Software to archive and/or control versions of Software.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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.
Image Toll (IToll)	A transaction that is an apparent violation at the time it was created at the lane level, but upon the violation image processing a valid ETC account with a matching license plate is found and the violation is subsequently converted to a toll transaction, posted to the customer's account.
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.

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Input Validation	Ensure that the value entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Maintenance On-line Management System (MOMS)	An automated, fully integrated system that monitors the status of operational equipment in real time, records equipment and process failures, notifies Maintenance personnel, generates and tracks orders, maintain preventative Maintenance schedules, generated repair history, and maintains parts inventory and asset management as set forth in the RFP 2019-085 Appendix C: System Requirements and Deliverables.
NIST	National Institute of Science and Technology
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-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
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.
OCR	Optical character recognition software used to automatically extract characters and/or numbers from an image of the data.
Open Data Formats	A Data format based on an underlying Open Standard.
ORT/AET Host Central Processing System	The back office central computer systems that process the transactions from the ORT/AET controllers, and interfaces to the IAG CSC/VPC or to the Existing Central Host

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	(dependent upon option selected by the Agency) to post the transactions for further customer and violations processing.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in <u>RSA chapter 21-R:10</u> and <u>RSA chapter 21-R:11</u> .
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in <u>RSA chapter 21-R:10</u> and <u>RSA chapter 21-R:13</u> .
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 control over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.
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.

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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.
Proposer	Any individual, firm, or corporation who has submitted a Proposal on the Project and who has met the minimum requirements established by the Agency for Proposal evaluation. Also referred to as "Vendor".
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
ROI	Region of Interest for the license plate images focusing on the license plate details.
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.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
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.

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Software	All Custom, SAAS and COTS computer programs and applications provided by Conduent State & Local Solutions, Inc. under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use Conduent State & Local Solutions, Inc. applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
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	Written details that set forth the requirements which include, without limitation, the 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 New Hampshire Department of Transportation Bureau of Turnpikes 36 Hackett Hill Road Hooksett NH 03106 Reference to the term "State" shall include applicable agencies.

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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 <u>RSA chapter 91-A: Access to Governmental Records and Meetings</u> .
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, Conduent State & Local Solutions, Inc. hardware or exists in any system owned, maintained or otherwise controlled by the State or by Conduent State & Local Solutions, Inc.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable 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 Request (CR).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, Conduent State & Local Solutions, Inc. which is performing Services under this Contract under a separate Contract with or on behalf of Conduent State & Local Solutions, Inc.
System	All Software, specified hardware, 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:

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
2019-085 – Toll Collection System
EXHIBIT F – TERMS AND DEFINITIONS

	<ol style="list-style-type: none"> 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 SOW.
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 the Completion Date identified in the P-37 General Provisions or termination.
Transition Services	Services and support provided when the Contracted Vendor is supporting system changes.
UAT	User Acceptance Test.
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing (UAT)	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.
Vendor/ Contracted 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.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network
Violation Enforcement System (VES)	Video based system located at toll lanes used to record license plate images of selected vehicles (to be defined in the Business Rules) in video form in accordance with this Document.

STATE OF NEW HAMPSHIRE
Department of Transportation
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2019-085 – Toll Collection System
EXHIBIT F – TERMS AND DEFINITIONS

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	The conditions under, and period during, which Conduent State & Local Solutions, Inc. will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which Conduent State & Local Solutions, Inc. 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.
Warranty Work	The Work to be provided during the Warranty Period under the terms of the Warranty as set forth in the Contract Documents.
Work	The term Work, as used herein, includes all work which, in the judgment of the State, is necessary for completion of the construction and the Project under the Contract Documents and includes, without limitation, all plant, labor, materials, equipment, systems, services and software and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents. Furthermore, without limiting the generality of the foregoing, the Work includes and is the result of performing or furnishing Design professional services and construction and installed equipment required by the Contract Documents.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

Department of Transportation

Bureau of Turnpikes

2019-085 – Toll Collection System

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONDUENT STATE & LOCAL SOLUTIONS, INC. CERTIFICATES

1. ATTACHMENTS

- a. NH Department of Transportation RFP 2019-085 Toll Collection System dated March 1, 2021, with Addendum #1, dated May 3, 2021, with Addendum #2, dated May 18, 2021, and Responses to State's Questions RFP 2019-085, dated October 29, 2021 are included by reference as binding Deliverables to this Contract.
- b. Conduent State & Local Solutions, Inc. Proposal to Department of Transportation RFP 2019-085 dated June 23, 2021 is hereby incorporated by reference as fully set forth herein.
- c. Change Request Work Instruction

2. CONDUENT STATE & LOCAL SOLUTIONS, INC. CERTIFICATES

- a. Conduent State & Local Solutions, Inc. Certificate of Good Standing
- b. Conduent State & Local Solutions, Inc. Certificate of Vote/Authority
- c. Conduent State & Local Solutions, Inc. Certificate of Insurance

Remainder of this page intentionally left blank

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 CONDUENT STATE & LOCAL SOLUTIONS, INC. is a New York Profit Corporation registered to transact business in New Hampshire on January 28, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 152777

Certificate Number: 0005668800



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of February A.D. 2022.

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

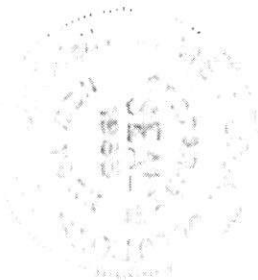
William M. Gardner
Secretary of State

CERTIFICATE OF ASSISTANT SECRETARY

I, Paul R. Webber IV, in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation (the "Company"), am delivering this Certificate of Assistant Secretary to certify that Scott Doering is the duly elected, qualified and acting Vice President of the Company and in such capacity is authorized to obligate, bind, and execute any and all proposals, contracts as well as any amendments thereto in connection with the Bureau of Turnpikes Toll Collection System RFP #2019-085, by and between Conduent State & Local Solutions, Inc. and the New Hampshire Department of Transportation, and all other documents to be executed therewith.

IN WITNESS WHEREOF, I have set my hand to this Certificate of Assistant Secretary as of the 5th day of March, 2022.

CONDUENT STATE & LOCAL SOLUTIONS, INC.
a New York Corporation



By: Paul R. Webber IV
Paul R. Webber IV,
Assistant Secretary

SEAL: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2022

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

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

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com	CONTACT NAME: Lauren Giangrande, Senior Vice President PHONE (A/C, No, Ext): 212 345 8869 E-MAIL ADDRESS: Lauren.Giangrande@marsh.com FAX (A/C, No):														
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COVERAGES **CERTIFICATE NUMBER:** NYC-009975221-34 **REVISION NUMBER:** 39

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HDOG72493965	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH25551886	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLRC68921958 (AOS) WLRC68921910 (AZ, CA, MA) SCFC68921995 (WI)	01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract with the State of New Hampshire DOT - Toll Collection System - Contract # 2012-060.
State of New Hampshire, Department of Transportation, is named as additional insured under the contractual provision on the above general liability policy.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
Attn: John O. Morton Building
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2021

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

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COVERAGES**CERTIFICATE NUMBER:**

NYC-009976661-45

REVISION NUMBER: 23

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		HDOG72493965	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	WLRC68921958 (AOS) WLRC68921910 (AZ, CA, MA) SCFC68921995 (WI)	01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: NHDOT RFP #2004-017 Customer Service Center. Other named insured: Xerox State & Local Solutions, Inc.

The State of New Hampshire, Department of Transportation is additional insured under the above general liability but only with respect to liability arising from negligent acts or omissions of Conduent Business Services, LLC and to the extent required by written contract.

CERTIFICATE HOLDERThe State of New Hampshire
Department of Transportation
Attn: John O. Morton Building
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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