

38 *sem*



**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of TSMO  
December 13, 2019

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation to enter into a contract amendment with Southwest Research Institute (SwRI), (Vendor 257260) of San Antonio, Texas. The purpose of this amendment is to increase the contract amount by \$750,000.00 from \$6,634,945.55 to \$7,384,945.55 for the continued support of Maintenance and Operations and Enhancements, effective upon Governor and Council approval. The original agreement was approved by Governor and Council approval on May 23, 2014, Item #101, amended on August 22, 2018, Item #19. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2020 and State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances through the Budget Office if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-963515-3054 Consolidated Federal Aid 038-500177 Software License/Maint	\$300,000.00	\$168,750.00	\$225,000.00	\$56,250.00

**EXPLANATION**

On May 23, 2014, the Governor and Council approved the original contract with SwRI for the design, installation, integration and testing of a modular software solution "System" that included a central Advance Transportation Management System (ATMS) software, a regional Traveler Information System and a Data Fusion Hub. This contract amendment is to increase the contract amount to allow for additional enhancements that are needed for New Hampshire and Maine. Transportation and technology is rapidly changing and revisions to the software and hosting of data are needed to keep up with current demands and necessary security. These funds will transition specific ATMS modules to operate on current secure internet browsers. The original contract with SwRI was combined with The New Hampshire Department of Transportation (NHDOT), Vermont Agency of Transportation (VTrans) and Maine Department of Transportation (MaineDOT). NHDOT will continue to be the lead State on this contract amendment.

NHDOT and MaineDOT each are adding the amount shown below:

AGENCY:	<u>NHDOT</u>	<u>Maine DOT</u>	<u>TOTAL</u>
Cost :	\$250,000.00	\$500,000.00	\$750,000.00

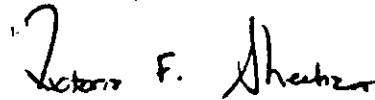
New Hampshire Project Funding is 100% Federal Funds. The Federal Funding is 80% Federal Funds with a 20% State Fund match. Turnpike Toll credit is being utilized for the NH Department of Transportation match requirement.

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on September 10, 2019, approved the request of the Department of Transportation, Bureau of TSMO, to use up to \$70,000 of Turnpike Toll Credits based on estimated costs of \$350,000, to meet funding match requirements for Statewide project Transportation Systems Management and Operations (TSMO) as specified in the request dated August 13, 2019.

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

We respectfully request your approval of this resolution.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments



**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

Division of Operations  
November 15, 2019

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

**REQUESTED ACTION**

Pursuant to RSA 9:16-a, authorize the Department of Transportation to transfer \$468,750 between various classes effective upon Fiscal Committee and the date of Governor and Council approval through June 30, 2021 as follows:

In SFY20 and SFY21, funds shall be transferred within 04-096-096-963515-3054 – Consolidated Federal Aid as follows:

04-096-096-963515-3054	Current Budget FY2020	Requested Change FY2020	Revised Budget FY2020	Current Budget FY2021	Requested Change FY2021	Revised Budget FY2021
<b>Consolidated Federal Aid</b>						
<b>Expenses:</b>						
018 500106 Overtime	\$181,979	\$0	\$181,979	\$75,000	\$0	\$75,000
020 500200 Current Expense	207,928	0	207,928	50,000	0	50,000
022 500255 Rents-Leases-Other than State	42,331	0	42,331	0	0	0
023 500291 Heat Electricity-Water	14,942	0	14,942	5,000	0	5,000
024 500225 Maint Other than Build-Grn	207,306	0	207,306	5,000	0	5,000
026 500251 Organizational Dues	110,250	0	110,250	0	0	0
030 500311 Equipment New Replacement	1,155,048	0	1,155,048	0	0	0
037 500173 Technology-Hardware	8,011	0	8,011	6,000	0	6,000
038 500177 Technology-Software	1,134,779	300,000	1,434,779	815,000	168,750	983,750
039 500180 Telecommunications	5,213	0	5,213	0	0	0
046 500464 Consultants	54,307,348	0	54,307,348	19,250,000	0	19,250,000
050 500109 Personal Services-Temp	179,495	0	179,495	0	0	0
060 500601-Benefits	47,593	0	47,593	14,685	0	14,685

065 500541 Board Expenses	118,927	0	118,927	40,000	0	40,000
066 500543 Employee Training	138,775	0	138,775	40,000	0	40,000
070 500704 In-State Travel Reimbursement	334,005	0	334,005	15,000	0	15,000
080 500710 Out of State Travel Reimbursement	99,103	0	99,103	15,000	0	15,000
103 502664 Contracts for Operational Services	284,967	0	284,967	0	0	0
400 500869 Construction Repair Materials	252,051,168	(300,000)	251,751,168	85,000,000	(168,750)	84,831,250
401 500877 Land Interest	11,524,017	0	11,524,017	2,000,000	0	2,000,000
<b>Total</b>	<b>\$322,153,185</b>	<b>\$0</b>	<b>\$322,153,185</b>	<b>\$107,330,685</b>	<b>\$0</b>	<b>\$107,330,685</b>
<b>Source of Funds</b>						
<b>Revenue:</b>						
000-409151 Federal Funds	\$299,505,478	\$0	\$299,505,478	\$103,880,685	\$0	\$103,880,685
005-402851 Private Local Funds	2,553,250	0	2,553,250	3,000,000	0	3,000,000
009-401771 Agency Income	4,606,442	0	4,606,442	450,000	0	450,000
000-000015 Highway Funds	15,488,015	0	15,488,015	0	0	0
<b>Total</b>	<b>\$322,153,185</b>	<b>\$0</b>	<b>\$322,153,185</b>	<b>\$107,330,685</b>	<b>\$0</b>	<b>\$107,330,685</b>

#### EXPLANATION

The Department requests authorization to transfer budgeted account funds among the various accounts in order to pay for services incurred in meeting the State's transportation demands. Specific explanations relating to the Department's spending requests are as follows:

**Consolidated Federal Aid (3054) 92.97% Federal Funds, 79% Private Local Funds, 1.43% Agency Income and 4.81% Highway Funds**

**Class 038** Increase Technology-Software by \$468,750 to cover the increased amount of the contract amendment with Southwest Research Institute (SwRI) to allow for additional enhancements that are needed for New Hampshire and Maine. Transportation and technology is rapidly changing and revisions to the software and hosting of data are needed to keep up with current demands and necessary security. The software is a joint project with the State of Maine in which New Hampshire is the lead. Maine will reimburse New Hampshire for their share of project costs.

**Class 400** Decrease Construction Repair Materials by \$468,750 in order to move necessary funds to the correct class line as this transfer will align expenditures to the proper class line per accounting policy. This transfer will not impact construction projects and all construction will move forward as planned.

The following is provided in accordance with the Budget Officer's instructional memorandum dated April 17, 1985 to support the above requested actions:

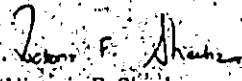
1. Does transfer involve continuing programs or one-time projects?  
Transfers are for continuing programs (not one-time).
2. Is this transfer required to maintain existing program level or will it increase program level?  
Transfers are to maintain existing program levels (no increase in program level).
3. Cite any requirements, which make this program necessary.

RSA 21-1:2, in part, establishes that the Department will be responsible for planning, developing, and maintaining a state transportation network. This transfer will facilitate the accomplishment of this responsibility.

4. Identify the source of funds on all accounts listed on this transfer.  
Source of funds are Federal Funds, Private Local Funds, Agency Income and Highway Funds.
5. Will there be any effect on revenue if this transfer is approved or disapproved?  
This transfer will have no effect on revenue.
6. Are funds expected to lapse if this transfer is not approved?  
Should funds lapse as a result of not approving this request for project funding, such funds will lapse to their respective account fund balances.
7. Are personal services involved?  
The transfer does not result in any new positions.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
Advanced Transportation Management System (ATMS)  
Traveler Information System (TIS)  
RFP 2013-051  
CONTRACT AMENDMENT B

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Southwest Research Institute (SwRI) on May 23, 2014, Item #101 for the period of May 23, 2014 through May 7, 2019;

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on August 22, 2018, Item #19, to be effective through September 1, 2022 and to increase the contract amount by \$2,467,200.55.

WHEREAS, pursuant to the Agreement Section 1.3, *Contract Term*, and the provision of the Agreement, the Agreement may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

WHEREAS, NHDOT wishes to increase the SwRI contract price by \$750,000.00 increasing the total contract price from \$6,634,945.55 to \$7,384,945.55.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$750,000.00 from \$6,634,945.55 to \$7,384,945.55.
2. Amend Exhibit B Price and Payment Schedule, 1.Deliverable Payment Schedule as described below:
3. Amend Exhibit B Price and Payment Schedule, 8.Maintenance and Support Services Rates as described below:

Exhibit B: Price and Payment Schedule, Deliverable Payment Schedule

Activity, Deliverable or Milestone	Deliverable Type	Payment Amount
Year 4 Enhancements	Software	\$300,000.00
Year 5 Enhancements	Software	\$225,000.00
Year 6 Enhancements	Software	\$225,000.00

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
Advanced Transportation Management System (ATMS)  
Traveler Information System (TIS)  
RFP 2013-051  
CONTRACT AMENDMENT B

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

W. Troy Nagy  
W. Troy Nagy  
Southwest Research Institute

Date: October 8, 2019

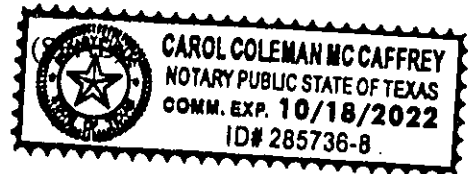
**Corporate Signature Notarized:**

STATE of TEXAS  
COUNTY of BEXAR

On this, the 8th day of October, 2019, before me, Carol Coleman McCaffrey, the undersigned Officer W. Troy Nagy personally appeared and acknowledged her/himself to be the Director, Contracts Southwest Research Institute, a corporation, and that she/he, as such Director, Contracts being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Director, Contracts.

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

Carol Coleman McCaffrey  
Notary Public/Justice of the Peace  
My Commission Expires: 10/18/2022



**Department of Transportation**

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

Date: 11/4/19

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

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

Date: 1/2/2020

**Approved by NH Governor and Council**

\_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF VOTE

I, Beth Ann Rafferty, Secretary of Southwest Research Institute®, do hereby certify that:

- 1) I am the duly elected and acting Secretary of Southwest Research Institute, a Texas nonprofit corporation (the "Corporation");
- 2) I maintain and have custody of and I am familiar with the Seal and minute books of the Corporation;
- 3) I am duly authorized to issue certificates; and
- 4) The following is a true, accurate and complete copy of the Resolution adopted unanimously by the Board of Directors of the Corporation at a meeting of said Board of Directors held on the 23<sup>rd</sup> day of September 2019, which meeting was duly held in accordance with Texas law and the By-Laws of the Corporation.

NOW, THEREFORE, BE IT RESOLVED THAT:

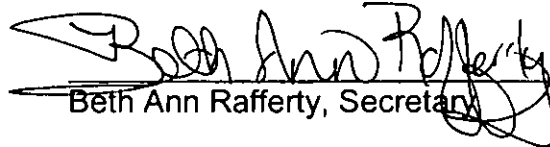
1. Southwest Research Institute submitted a proposal to the State of New Hampshire's Department of Transportation ("NHDOT"), responding to NHDOT's Request for Proposal No. 2013-051. Southwest Research Institute has been awarded a contract with the State of New Hampshire, acting through its Department of Transportation, on behalf of the States of New Hampshire, Vermont and Maine, to provide a Commercial-Off-The-Shelf (COTS) modular software solution consisting of three (3) components:
  - (a) Design and implementation of an Advanced Transportation Management System (ATMS) that satisfies the various needs of the States of New Hampshire, Vermont and Maine;
  - (b) Design, implementation and operation of a new Regional Traveler Information System (TIS); and
  - (c) A Data Fusion Hub that will primarily facilitate the exchange of information between the ATMS, the TIS, and regional partners and stakeholders.
2. W. Troy Nagy is authorized, on behalf of Southwest Research Institute, to enter the contract with the State of New Hampshire and to sign any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, on behalf of Southwest Research Institute, as he may deem necessary, desirable or appropriate, and to bind Southwest Research Institute to the terms of the contract.



3. W. Troy Nagy is the duly appointed Director of Contracts of Southwest Research Institute.

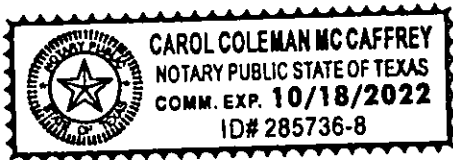
The foregoing resolution has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 8<sup>th</sup> day of October 2019.

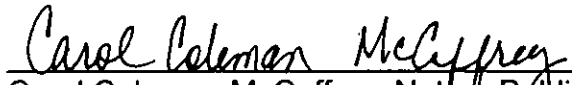
  
Beth Ann Rafferty, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October 2019, by Beth Ann Rafferty, Secretary of the Corporation.



[NOTARY SEAL]

  
Carol Coleman McCaffrey, Notary Public  
My Commission Expires: October 18, 2022

# State of New Hampshire

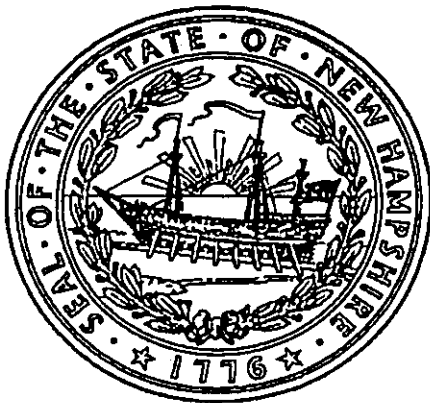
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWEST RESEARCH INSTITUTE is a Texas Nonprofit Corporation registered to transact business in New Hampshire on January 31, 2013. 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: 686610

Certificate Number: 0004601662



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of October A.D. 2019.

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

William M. Gardner  
Secretary of State





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Southwest Research Institute	
POLICY NUMBER See Certificate Number: 570075896363		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570075896363	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
coverage.



Factory Mutual Insurance Company  
 One Cowboys Way  
 Suite 600  
 Frisco, Texas  
 75034  
 United States of America  
 Tel: (1) 972 377-4808  
 Fax: (1) 972 731-1800

**POLICY INFORMATION FORM**

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

**Policy No.:** 1057165 **Policy Term**  
**Account No.:** 1-56763 **Effective Date:** 01 September 2019  
**Expiration Date:** 01 September 2020

**NAMED INSURED:**  
 Southwest Research Institute

**DESCRIPTION AND LOCATION OF PROPERTY COVERED:**

<b>Personal Property</b>	<b>Location No.:</b>	<b>INDEX No.:</b>
	1	074638.61
Headquarters 6220 Culebra Road San Antonio, Texas 78238-5166, USA		

**COVERAGE IN FORCE:** (subject to limits of liability, deductibles and conditions in the Policy)

<b>Insurance Provided:</b>	<b>Peril:</b>	<b>Limit Of Liability:</b>
Property Damage	All Risk	USD 1,000,000

**CERTIFICATE TERM:** **Effective:** 01 September 2019  
**Expires:** 01 September 2020

Personal Property consisting of property of others in Southwest Research Institute's care, custody or control to the extent of Southwest Research Institute's legal liability.

SwRI Proposal No. 10-67233 SwRI Project No. 10.20449

New Hampshire Department of Transportation  
 Transportation Management Center  
 110 Smokey Bear Blvd.  
 Concord, New Hampshire 03302, USA

Certificate No: 00001-001

Authorized Signature / Issue Date  
 Edward Toomey / 09 October 2019

For questions, contact: Christiane Murphy



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

May 7, 2014
Bureau of Traffic

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Southwest Research Institute (SwRI), San Antonio, TX, (Vendor #257260) in an amount not to exceed \$4,167,745 for the Advanced Transportation Management System (ATMS)/Traveler Information System (TIS) effective upon Governor and Council approval through May 7, 2019. 100% Federal Funds.

Funding is available as follows for FY 2014 and FY 2015 and is contingent upon the availability and continued appropriation of funds for FY 2016 through FY 2018.

Table with 6 columns: Account, FY 2014, FY 2015, FY 2016, FY 2017, FY 2018. Rows include Consolidated Federal Aid and Transportation Management Center.

PROJECT FINANCIAL RESPONSIBILITIES OF MaineDOT, VTrans and NHDOT:

The total cost of the Project shall not exceed Four Million One Hundred Sixty-Seven Thousand Seven Hundred Forty Five dollars (\$4,167,745). Of that total, thirty and one half percent (30.5%) of project costs in the amount of One Million One Hundred Sixty-Nine Thousand Thirty-three dollars and fifty-six cents (\$1,269,033.56) shall be the responsibility of the MaineDOT, and thirty and eight tenths percent (30.8%) of project costs in the amount of One Million Two Hundred Eighty-six Thousand Ninety-six dollars and ninety-nine cents (\$1,286,096.99) shall be the responsibility of VTrans, and a total of thirty-eight and seven tenths percent (38.7%) of the project costs in the amount of One Million Six Hundred Twelve Thousand Six Hundred Fourteen dollars and forty-five cents (\$1,612,614.45) shall be the responsibility of NHDOT as illustrated in the following table:

AGENCY	NHDOT	VTRANS	MAINE DOT	TOTAL
COST	\$1,612,614.45	\$1,286,096.99	\$1,269,033.56	\$4,167,745
PERCENT	38.7%	30.8 %	30.5%	100%

All three states are purchasing a base software system. NHDOT and VTrans total cost will be higher due to the additional modules that they will be purchasing as referenced in the table below.

NHDOT	VTRANS	MAINEDOT
Road and Weather Systems	Road and Weather Systems	n/a
Weather Forecasting	n/a	n/a
Travel Times	n/a	n/a
SP CADD Integration	n/a	n/a

#### EXPLANATION

The State of New Hampshire, acting through the New Hampshire Department of Transportation (NHDOT), and on behalf of the Vermont Agency of Transportation "VTrans" and Maine Department of Transportation "MaineDOT", is procuring a Commercial-Off-The-Shelf (COTS) modular software solution, the "System". The Contracted Vendor shall design, install, integrate, test and maintain the System that includes central ATMS system software, a regional Traveler Information System (TIS) and a "Data Fusion Hub" for the primary purpose of consolidation of ATMS and TIS data.

The System shall be a Vendor hosted system that meets NHDOT, VTrans and MaineDOT specific requirements for functionality, security, and interoperability with other systems. The System shall be open in nature, mature and capable of performing the specific tasks outlined herein.

The System shall consist of software applications and data servers, as needed, along with all supporting communications and linkages to third party and external systems necessary to provide the required system functionality outlined herein.

The System includes three major software components:

1) ATMS - A modular based Advanced Transportation Management System (ATMS) that will include, at a minimum, an Event Management Module, monitoring and control of ITS field devices, provide automated incident response scenarios that will streamline notification, detection and verification of an incident, and provide a robust performance management system to report, manage and review incidents and events. The ATMS will consist of a single code base system with three separately configured and installed systems, one for each state that will create a single platform to allow for shared control of all existing and planned Intelligent Transportation System (ITS) devices and data throughout the States. Customization and configuration services shall be required to implement the COTS software to meet the functional requirements of the system.

2) TIS - A Regional Traveler Information System (TIS) that will provide a traveler information website and email/text alerts subscription service, and;

3) Data Fusion Hub - A Data Fusion Hub, which will primarily facilitate the exchange of information between the ATMS, the 1201 data feed to the private sector, the TIS and regional partners and stakeholders.

SwRI shall make all connections to the existing NHDOT, VTrans and MaineDOT communications system/network as required for a fully functioning system. The System shall be fully warranted and maintained according to the terms of the contract.

On December 12, 2012 the Advanced Transportation Management System (ATMS) Traveler Information System (TIS) RFP 2013-051 was released. The deadline for proposal submittal was March 21, 2013 in which seven responses were received. The following scoring formula (Table 1) was used in the selection process:

Table 1

Criteria for Selection	Relative Weight
Qualifications/Experience	25 pts
ATMS Solution	20 pts
TIS Solution	20 pts
HUB Solution	15 pts
Cost	20 pts
<b>Total Weight</b>	<b>100 pts</b>

A consistent scoring committee was established and put in place through the entire evaluation process with representation from Maine Department of Transportation (MaineDOT), Vermont Agency of Transportation (VTrans) and New Hampshire Department of Transportation (NHDOT). NHDOT representation included Transportation Management Center and Department of Information Technology. A non-scoring Federal Highway representative also participated in the entire evaluation process

The following table outlines the scoring throughout the selection process.

Table 2

Vendor	Experience	ATMS Solution	TIS Solution	HUB Solution	Cost	Total
SwRI	23.1	17.9	16.9	13.2	18.0	89.1
Open Roads	21.0	17.9	16.0	13.4	16.0	84.3
Schneider	17.4	12.9	14.0	10.7	15.0	70.0
Delcan	16.1	14.3	14.1	10.3	12.0	66.8
IBI	19.3	14.4	13.7	10.5	8.0	65.9
Real Time Solutions	11.9	10.8	12.0	6.6	20.0	61.3
Transcore	16.6	14.3	15.3	10.6	0.0	56.8

Southwest Research Institute is recommended as the vendor for the procurement of this new system. Through the selection process, SwRI demonstrated that they possessed the background, experience and capabilities to perform the necessary engineering and technical services as well as the project management experience in order to bring this project to fruition in a timely manner.



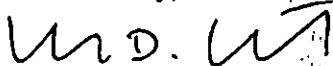
New Hampshire Project Funding is 80% Federal Funds with 20% State Funds. Turnpike toll credit is being utilized for the NH Department of Transportation match requirement where allowed, effectively using 100% Federal Funds.

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on January 9, 2013, approved the request of the Department of Transportation, Bureau of Traffic, to use up to \$300,000 of Turnpike Toll Credit, based on estimated costs of \$1,500,000, to meet funding match requirements for; Statewide project 20248, development of the Phase 2 Automated Traffic Management System (ATSM), as specified in the request dated December 18, 2012.

The Agreement 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. Subsequent to Governor and Council approval, the Agreement will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner


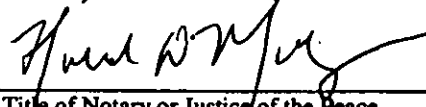
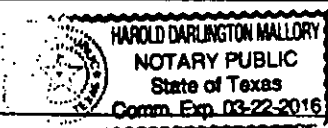



Subject: Advanced Transportation Management System / Traveler Information System FORM NUMBER P-37 ( version 1/09)

**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		1.2 State Agency Address PO Box 483, 110 Smokey Bear Blvd, Concord, NH 03302-0483	
1.3 Contractor Name Southwest Research Institute		1.4 Contractor Address 6220 Culebra Road, San Antonio, Texas 78238	
1.5 Contractor Phone Number 210-522-2231	1.6 Account Number 04-96-96-963575-3051-046- 04-96-96-960515-3052-030 508424 50015	1.7 Completion Date 5-7-19	1.8 Price Limitation \$4,167,745
1.9 Contracting Officer for State Agency William P. Janelle, P.E.		1.10 State Agency Telephone Number 603-271-1697	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory R.B. Kalmbach, Executive Director, Contracts	
1.13 Acknowledgement: State of <u>Texas</u> , County of <u>Bexar</u> On <u>March 7, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Harold D. Mallory Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>William P. Janelle, Director of OAS</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/8/14</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> <b>MAY 23 2014</b>			

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials DM  
Date 2/7/2014

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## CERTIFICATE OF VOTE

I, Beth Ann Rafferty, Secretary of Southwest Research Institute, do hereby certify that:

(1) I am the duly elected and acting Secretary of Southwest Research Institute, a Texas nonprofit corporation (the "Corporation");

(2) I maintain and have custody of and I am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following is a true, accurate and complete copy of the resolution adopted unanimously by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 16<sup>th</sup> day of September, 2013, which meeting was duly held in accordance with Texas law and the by-laws of the Corporation:

NOW THEREFORE, BE IT RESOLVED THAT:

1. Southwest Research Institute submitted a proposal to the State of New Hampshire's Department of Transportation ("NHDOT") responding to NHDOT's Request for Proposal No. 2013-051. Southwest Research Institute has been awarded a contract with the State of New Hampshire, acting through its Department of Transportation, on behalf of the States of New Hampshire, Vermont and Maine, to provide a Commercial-Off-The-Shelf (COTS) modular software solution consisting of three (3) components:

- (a) Design and implementation of an Advanced Transportation Management System (ATMS) that satisfies the various needs of the States of New Hampshire, Vermont and Maine;
- (b) Design, implementation and operation of a new Regional Traveler Information System (TIS); and
- (c) A Data Fusion Hub that will primarily facilitate the exchange of information between the ATMS, the TIS, and regional partners and stakeholders.

2. R. B. Kalmbach is authorized on behalf of Southwest Research Institute to enter the contract with the State of New Hampshire and to sign any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, on behalf of Southwest Research Institute, as he may deem necessary, desirable or appropriate, and to bind Southwest Research Institute to the terms of the contract.

3. R. B. Kalmbach is the duly appointed Executive Director of Contracts of Southwest Research Institute.

The foregoing resolution has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 7<sup>th</sup> day of March, 2014.

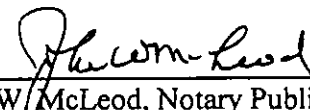


  
Beth Ann Rafferty, Secretary

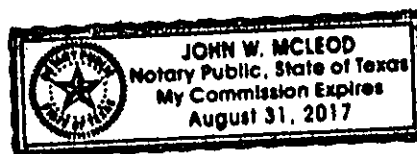
STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me this 7th day of March, 2014, by Beth Ann Rafferty, Secretary of the Corporation.

  
John W. McLeod, Notary Public  
My Commission Expires: August 31, 2017

[NOTARY SEAL]



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 Southwest Research Institute, a(n) Texas nonprofit corporation, registered to do business in New Hampshire on January 31, 2013. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)  
03/07/2014

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (832) 476-6000 FAX (A/C, No.): (800) 953-4542 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER C: American Zurich Ins Co</td> <td>40142</td> </tr> <tr> <td>INSURER D: ACE Property &amp; Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Zurich American Ins Co	16535	INSURER C: American Zurich Ins Co	40142	INSURER D: ACE Property & Casualty Insurance Co.	20699	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lexington Insurance Company	19437														
INSURER B: Zurich American Ins Co	16535														
INSURER C: American Zurich Ins Co	40142														
INSURER D: ACE Property & Casualty Insurance Co.	20699														
INSURER E:															
INSURER F:															
<b>INSURED</b> Southwest Research Institute ATTN: Tanya Helms 6220 Culebra Road PO Drawer 28510 San Antonio TX 78228-0510 USA															

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 57005307880 REVISION NUMBER:

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. Limits shown are as requested.

INSURER	TYPE OF INSURANCE	ADDL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:			049159197 SIR applies per policy terms & conditions	04/09/2013	04/09/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 BRDeductible \$250,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP234719704	04/09/2013	04/09/2014	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			W00517604 004	04/09/2013	04/09/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
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	N/A	WC234719604	04/09/2013	04/09/2014	<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

Certificate No : 57005307880

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: SHRI Proposal No. 10-67233  
 State of New Hampshire, Department of Transportation, is included as additional insured with respect to the general liability of the named insured subject to policy provisions. Thirty (30) days prior written notice will be provided to certificate holder in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in coverage.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Transportation Transportation Management Center Attn: Denise Markow, P.E. 110 Smokey Bear Blvd. Concord NH 03302 USA	<b>CANCELLATION</b> 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 

## SOFTWARE SUBLICENSE AGREEMENT

This is a Software Sublicense Agreement, effective on the 17 day of April 2014, 2014, between SOUTHWEST RESEARCH INSTITUTE® (SwRI®) a nonprofit corporation organized under the laws of the State of Texas, with offices at 6220 Culebra Road, San Antonio, Texas 78238-5166 (hereinafter referred to as "SwRI") and THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, with offices at 7 Hazen Drive, Concord, New Hampshire 03301 (hereinafter referred to as "NHDOT"). SwRI agrees to grant to NHDOT, and NHDOT agrees to accept from SwRI, a nonexclusive, nontransferable, royalty free software sublicense in accordance with this Agreement during the term specified in Article 6.

### WHEREAS:

SwRI has obtained and currently has licenses from Florida and Texas to computer programs whose purposes are operation of traffic management centers, and SwRI has the right to sublicense the same under licenses obtained from Florida and Texas who own such computer programs; and

SwRI, as an authorized distributor of such computer programs, desires to market and sublicense those computer programs; and

SwRI and NHDOT wish to enter into an agreement authorizing NHDOT and/or any of its designated contractors to use copies of those computer programs for the benefit of NHDOT; and

NHDOT wishes to save development time and reduce costs by leveraging Florida and Texas Software.

### NOW, IT IS HEREBY AGREED:

#### 1.0 DEFINITIONS

1.1 Florida and Texas who are listed in the table of Exhibit A, mean the original issuers of licenses for individual or collective software programs to SwRI.

1.2 "Software" means the actual transportation management center computer programs, source code, and software modules under license to SwRI at the time of this Agreement.

1.3 "Documentation" means the user manuals and other materials, including issues lists in printed or electronic form, which facilitate the use of the Software by the NHDOT.

1.4 "Licensed Software" means any combination of the Software and Documentation covered by any of the license agreements listed in Exhibit A and furnished by SwRI to NHDOT.

1.5 "Modifications" mean any modifications, improvements, enhancements, or changes to the Licensed Software and any and all computer programs in any code form and associated documentation, derived from or based upon the Licensed Software, developed, or otherwise acquired by NHDOT, SwRI, or their employees, contractors, or agents.

1.6 "Geographic Limits" means the established geopolitical boundaries associated with New Hampshire.

## 2.0 SUBLICENSE

2.1 **Sublicense Grant.** In consideration of the premises put forth, and subject to all other conditions herein, SwRI hereby grants to NHDOT a nontransferable and nonexclusive license to use and modify the Licensed Software and its changes, modifications, or enhancements for its internal purposes, with no right to sublicense, sell, lease, assign, or transfer the Licensed Software.

2.2 Notwithstanding 2.1 herein and with SwRI's written approval, NHDOT may sub-sublicense, royalty free, the executable code of the Sub-Sublicense to other governmental entities within the Geographic Limits.

2.3 **Sublicense.** This Sublicense, granted by SwRI in 2.1 herein, shall be only for use in the Geographic Limits.

2.4 **Title in Licensed Software and Modifications.** Title and all proprietary rights in the Licensed Software, including changes, modifications, or enhancements made by or for NHDOT, shall at all times remain the property of Florida and Texas.

2.5 **No Support by Florida and Texas.** NHDOT recognizes and agrees that Florida and Texas will not provide any support or maintenance and that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas.

2.6 **NHDOT-Owned Modules.** NHDOT will own all computer software programs that are created and/or developed for NHDOT, but are not changes, modifications, or enhancements of the Licensed Software, even though they are incorporated into a system that includes the Licensed Software.

## 3.0 CERTAIN SwRI OBLIGATIONS

3.1 **Compliance.** SwRI agrees to comply fully with all of its obligations under this Agreement.

3.2 **Maintenance and Support.** SwRI will solely and on behalf of itself, where appropriate, enter into agreements with the NHDOT for maintenance and support of the Licensed Software.

## 4.0 CERTAIN NHDOT OBLIGATIONS

4.1 NHDOT agrees to reproduce, and have reproduced on all permitted copies of Licensed Software existing copyright and other proprietary notices.

4.2 NHDOT agrees to require its employees, contractors, and agents to comply with the terms and conditions of this Agreement prior to permitting any access to use the Licensed Software by the individual and shall take all steps necessary to remedy any violation, including,

but not limited to, immediately terminating the individual's access to and use of the Licensed Software.

4.3 NHDOT agrees it will not authorize, permit, or allow the use or disclosure of the Licensed Software by its employees, contractors, or agents except as expressly authorized under this agreement.

4.4 NHDOT agrees that it retains no rights in the Licensed Software or its changes, modifications, or enhancements and other Licensed Software-related materials except for the limited rights specifically granted under this Agreement.

4.5 NHDOT agrees to inform SwRI of any changes, modifications, or enhancements to be made to the Licensed Software by NHDOT and/or any of its designated contractors.

4.6 NHDOT agrees to provide SwRI source code for all changes, modifications, or enhancements and documentation updates made to the Licensed Software by NHDOT and/or any of its designated contractors.

4.7 NHDOT agrees it will make no changes to the Licensed Software without corresponding changes also being made to applicable Documentation.

4.8 NHDOT agrees to utilize the issues database established by SwRI to track the identification and resolution of issues associated with the Licensed Software products utilized under this Agreement.

4.9 NHDOT agrees to provide a report to SwRI due not later than January 7, April 7, July 7, and October 7 of each year this license is in effect, detailing the use of the Licensed Software. The report will include a description of modifications made to the Licensed Software, specific name of NHDOT, NHDOT'S site location, and specific programs licensed.

4.10 NHDOT agrees the Licensed Software contains highly confidential information. NHDOT agrees to take all reasonable precautions to protect the Licensed Software and preserve its confidential, proprietary and trade secret status in perpetuity. NHDOT agrees it is responsible for the supervision, management, and control of its use of the Licensed Software.

4.11 NHDOT agrees to notify SwRI promptly and provide reasonable assistance to SwRI, Florida and Texas without charge in prosecution of any trade secret, copyright, trademark, or service mark infringements that come to the attention of NHDOT.

4.12 NHDOT agrees that if at any time it becomes aware of unauthorized use, copying, or disclosure of the Licensed Software, it shall immediately notify SwRI and fully cooperate with Florida and Texas to protect the proprietary rights of Florida and Texas. NHDOT shall agree that a breach or threatened breach of its obligation to protect the Licensed Software may cause immediate and irreparable harm, entitling Florida and Texas to seek immediate termination of the Sublicense. NHDOT's compliance with this paragraph shall not be construed in any way as a waiver of the rights of Florida and Texas to recover damages or obtain other relief against NHDOT for harm to the proprietary rights of Florida and Texas or for breach of contractual rights.

4.13 NHDOT agrees that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas. NHDOT agrees to accept the Limitation of Liability and Disclaimer of Warranty provisions included in this Agreement for the benefit of SwRI and Florida and Texas.

4.14 NHDOT agrees that Florida and Texas may make Modifications to the Licensed Software without notice to NHDOT. Florida and Texas shall not be required to provide any Modifications of the Licensed Software. If any copy of a Modification of the Licensed Software is received by NHDOT, NHDOT agrees that all the terms and conditions of their agreement with SwRI apply to the Modification.

## 5.0 LIMITATION OF LIABILITY and DISCLAIMER OF WARRANTY

5.1 EXCEPT AS OTHERWISE PROVIDED IN THE VENDOR CONTRACT, SWRI DISCLAIMS ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. SERVICES MAY BE WARRANTED IN A SERVICE AGREEMENT.

5.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, FLORIDA AND TEXAS DISCLAIM ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF FLORIDA AND TEXAS FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE LICENSED SOFTWARE.

## 6.0 TERM AND TERMINATION

6.1 This Agreement shall enter into force starting on the date that the vendor contract and the Memorandum of Maintenance Agreement (MOMA) has received approval from the New Hampshire Governor and Council and shall continue as long as SwRI's licenses from Florida and Texas are in force plus one year from the date Florida or Texas terminate the license to SwRI.

6.2 If the license from Florida or Texas to SwRI is terminated, or under termination, SwRI shall notify NHDOT within ten business days.

6.3 In the event that the license from Florida or Texas to SwRI is terminated as specified in 6.2, then NHDOT, if not in breach of any terms and conditions with this Agreement, may elect, with Florida or Texas approval, to continue with this Agreement directly with Florida and Texas under the same terms and conditions as were agreed between SwRI and Florida and Texas, as long as those terms are not more burdensome than the terms of the latest agreement between Florida and Texas and SwRI.

6.4 If either party fails to perform any other term, covenant, or condition of this Agreement, and has not performed such term, covenant, or condition within sixty (60) days after a notice of default has been received, the non-defaulting party shall have the right to forthwith terminate this Agreement by means of a written notice to the other party.

6.5 NHDOT agrees to immediately return or certify destruction of the Licensed Software Documentation, including any copies, information, or notes relating thereto except to the extent retention is necessary to keep the Traffic Management Centers ("TMCs") installed with Intelligent Transportation Systems ("ITS") Software operational for up to one (1) year or until NHDOT receives a license from Florida and Texas directly upon any sublicense termination under Article 6 of this Agreement.

## 7.0 REMEDIES

7.1 The rights of NHDOT and SwRI, pursuant to Article 6 hereof, are without prejudice to any other rights or remedies that NHDOT and SwRI may have. NHDOT's and SwRI's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by NHDOT or SwRI of any other remedy.

## 8.0 NOTICES

Service of all notices under this Agreement by either party to the other shall be sufficient only if posted by certified or registered post, return receipt requested, or personally delivered and receipted. Either party may change its address for service of all notices by written notice to the other.

### AS TO SwRI:

Contracts: Director of Contracts  
Southwest Research Institute  
Post Office Drawer 28510  
San Antonio, Texas 78228-0510  
U.S.A.

Technical: ITS Department Director  
Southwest Research Institute  
Post Office Drawer 28510  
San Antonio, Texas 78228-0510  
U.S.A.

AS TO NHDOT:

Contracts: Denise Markow, PE  
NHDOT TMC Program Manager  
Bureau of Traffic  
110 Smokey Bear Boulevard  
Concord, NH 03301

Technical: Denise Markow, PE  
NHDOT TMC Program Manager  
Bureau of Traffic  
110 Smokey Bear Boulevard  
Concord, NH 03301

#### 9.0 UNFORESEEN EVENTS

Neither party shall be responsible for any delay or failure to perform due to causes beyond reasonable control of the party, including, but not limited to, strikes, lockouts, or other labor disputes, riots, civil disturbances, actions, or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather (including hurricanes), fire, Acts of God or the public enemy, nuclear disasters, or default of a common carrier.

#### 10.0 SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held unenforceable in any respect under the United States patent and copyright laws that are in effect, such unenforceability shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

#### 11.0 ENTIRE SUBLICENSE AGREEMENT

This Agreement and its Exhibit A constitutes the entire agreement governing the sublicense of Licensed Software from SwRI to NHDOT. SwRI acknowledges that it has not been induced to enter into this Agreement by representations or statements, oral or written, not expressly contained herein. This Agreement may be modified only in writing signed by duly authorized representatives of each party.

12.0 GENERAL CONDITIONS

12.1 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New Hampshire.

12.2 The headings and subheadings in this Agreement are for convenience only and do not form a part of this Agreement.

12.3 The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

EXECUTED BY BOTH PARTIES AS PROVIDED BELOW:

SOUTHWEST RESEARCH INSTITUTE

STATE OF NEW HAMPSHIRE

By: Joseph Arrambide

By: William P. Jarell

Name: Joseph Arrambide

Name: William P. Jarell

Title: Patent Counsel

Title: Director of Operations

Date: April 17, 2014

Date: 3/25/14





Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

G+C #19  
Date 8-22-18

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of TSMO  
June 25, 2018

REQUESTED ACTION

1. Authorize the New Hampshire Department of Transportation to enter into a contract amendment with Southwest Research Institute (SwRI), (Vendor 257260) of San Antonio, Texas. The purpose of this amendment is to increase the contract amount by \$2,467,200.55 from \$4,167,745.00 to \$6,634,945.55 for the continued support of Maintenance and Operations and Enhancements, effective upon Governor and Council approval. The original agreement was approved by Governor and Council approval on May 23, 2014, Item #110. 99% Federal Funds, 1% Agency Income (OSOW Program Funds).
2. Further, to exercise a renewal option to extend the contract completion date from May 7, 2019 to September 1, 2022, effective upon Governor and Council approval.

Funds to support this request are available in the FY 2019 Budget. Funds to support FY 2020, FY 2021, FY 2022 and FY 2023 are anticipated to be available in the following accounts upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-963515-3054 Consolidated Federal Aid 038-500177 Software License/Maint	\$550,000.00	\$639,404.70	\$714,332.54	\$470,101.14	\$79,362.17
04-96-96-960515-5032 Oversize & Overweight Permits 046-500464 Gen Consultants	<u>FY 2019</u> \$14,000.00				

EXPLANATION

On May 23, 2014, the Governor and Council approved the original contract with SwRI for the design, installation, integration and testing of a modular software solution "System" that included a central ATMS system software, a regional Traveler Information System and a Data Fusion Hub. This contract amendment will exercise the renewal option to extend the contract to allow for continued Hosting, Maintenance & Operations and Enhancements with Southwest Research Institute (SwRI). The original contract with SwRI was combined with The New Hampshire Department of Transportation (NH DOT), Vermont Agency of Transportation (VTrans) and Maine Department of Transportation (MaineDOT). NH DOT will continue to be the lead State on this contract amendment.

VTrans and MaineDOT each pay 1/3 of the cost of Maintenance and Operations and each individual state funds their enhancements as outlined in an agreement between the three States. Based on that structure, the cost break down by agency for this amendment is as follows:

<u>AGENCY :</u>	<u>NHDOT</u>	<u>VTRANS</u>	<u>Maine DOT</u>	<u>TOTAL</u>
Cost :	\$765,066.85	\$851,066.85	\$851,066.85	\$2,467,200.55
Percentage :	31%	34.5%	34.5%	

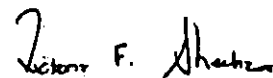
New Hampshire Project Funding is 1% OSOW Program Funds and 99% Federal Funds. The Federal Funding is 80% Federal Funds with a 20% State Fund match. Turnpike Toll credit is being utilized for the NH Department of Transportation match requirement.

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on May 16, 2017, approved the request of the Department of Transportation, Bureau of TSMO, to use up to \$70,000 of Turnpike Toll Credit, based on estimated costs of \$350,000 to meet funding match requirements for; Statewide project Transportation Systems Management and Operations (TSMO) as specified in the request dated April 24, 2017.

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

We respectfully request your approval of this resolution.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
Advanced Transportation Management System (ATMS)  
Traveler Information System (TIS)  
RFP 2013-051  
CONTRACT AMENDMENT A

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Southwest Research Institute® (SwRI®) on May 23, 2014, Item #101 for the period of May 23, 2014 through May 7, 2019;

WHEREAS, pursuant to the Agreement Section 1.3, *Contract Term*, and the provision of the Agreement, the Agreement may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

WHEREAS, SwRI and NHDOT wish to extend the Completion Date of the Agreement from May 7, 2019 to September 1, 2022;

WHEREAS, NHDOT wishes to increase the SwRI contract price by \$2,467,200.55 increasing the total contract price from \$4,167,745.00 to \$6,634,945.55.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect the new Completion Date of September 1, 2022.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$2,467,200.55 from \$4,167,745.00 to \$6,634,945.55.
3. Amend Exhibit B Price and Payment Schedule, 1. Deliverable Payment Schedule as described below:
4. Amend Exhibit B Price and Payment Schedule, 8. Maintenance and Support Services Rates as described below:

Exhibit B: Price and Payment Schedule, Deliverable Payment Schedule

Activity, Deliverable or Milestone	Deliverable Type	Payment Amount
Year 2 Enhancements	Software	\$289,000.00
Year 3 Enhancements	Software	\$275,000.00
Year 4 Hosting, M&O & Enhancements	Software	\$712,285.58
Year 5 Hosting, M&O & Enhancements	Software	\$714,741.89
Year 6 Hosting & M&O	Software	\$476,173.08

Initial and Date All Pages:  
Vendor Initials SW

Date: 6/7/2018

Contract Amendment A  
Page 1 of 3

**Exhibit B: Price and Payment Schedule, Maintenance and Support Services Rates**

SwRI Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2021	SFY 2022	SFY 2023
Project Manager (Professional Level 4)	\$415.48	\$424.86	\$436.70
Software Project Manager (Professional Level 3)	\$298.15	\$304.86	\$313.35
Senior Designer (Professional Level 3)	\$298.15	\$304.86	\$313.35
Deputy Software Project Manager (Professional Level 2)	\$218.43	\$223.35	\$229.56

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
Advanced Transportation Management System (ATMS)  
Traveler Information System (TIS)  
RFP 2013-051  
CONTRACT AMENDMENT A

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

W. Troy Nagy  
W. Troy Nagy, Director, Contracts  
Southwest Research Institute

Date: June 7, 2018

**Corporate Signature Notarized:**

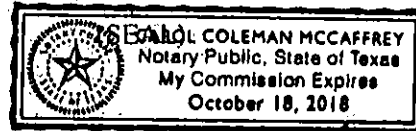
STATE of Texas

COUNTY of Bexar

On this, the 7<sup>th</sup> day of June, 2018, before me, Carol Coleman McCaffrey, the undersigned Officer W. Troy Nagy, personally appeared and acknowledged herself/himself to be the Director, Contracts of Southwest Research Institute, a corporation, and that she/he, as such W. Troy Nagy being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Director, Contracts.

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

Carol Coleman McCaffrey  
Notary Public/Justice of the Peace  
My Commission Expires: 10/18/18



**Department of Transportation**

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

Date: 6/15/18

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

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

Date: 8/10/18

**Approved by NH Governor and Council**

DM Sander  
**DEPUTY SECRETARY OF STATE**

Date: AUG 22 2018

Initial and Date All Pages:  
Vendor Initials WTN

Date: 6/7/2018

## **CERTIFICATE OF VOTE**

I, Beth Ann Rafferty, Secretary of Southwest Research Institute<sup>®</sup>, do hereby certify that:

- 1) I am the duly elected and acting Secretary of Southwest Research Institute, a Texas nonprofit corporation (the "Corporation");
- 2) I maintain and have custody of and I am familiar with the Seal and minute books of the Corporation;
- 3) I am duly authorized to issue certificates; and
- 4) The following is a true, accurate and complete copy of the Resolution adopted unanimously by the Board of Directors of the Corporation at a meeting of said Board of Directors held on the 25<sup>th</sup> day of September 2017, which meeting was duly held in accordance with Texas law and the By-Laws of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Southwest Research Institute submitted a proposal to the State of New Hampshire's Department of Transportation ("NHDOT"), responding to NHDOT's Request for Proposal No. 2013-051. Southwest Research Institute has been awarded a contract with the State of New Hampshire, acting through its Department of Transportation, on behalf of the States of New Hampshire, Vermont and Maine, to provide a Commercial-Off-The-Shelf (COTS) modular software solution consisting of three (3) components:
  - (a) Design and implementation of an Advanced Transportation Management System (ATMS) that satisfies the various needs of the States of New Hampshire, Vermont and Maine;
  - (b) Design, implementation and operation of a new Regional Traveler Information System (TIS); and
  - (c) A Data Fusion Hub that will primarily facilitate the exchange of information between the ATMS, the TIS, and regional partners and stakeholders.
2. W. Troy Nagy is authorized, on behalf of Southwest Research Institute, to enter the contract with the State of New Hampshire and to sign any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, on behalf of Southwest Research Institute, as he may deem necessary, desirable or appropriate, and to bind Southwest Research Institute to the terms of the contract.

3. W. Troy Nagy is the duly appointed Director of Contracts of Southwest Research Institute.

The foregoing resolution has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

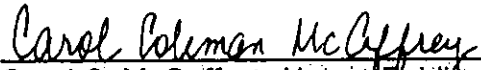
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 7<sup>th</sup> day of June 2018.



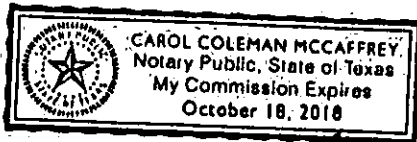
  
Beth Ann Rafferty, Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June 2018, by Beth Ann Rafferty, Secretary of the Corporation.

  
Carol C. McCaffrey, Notary Public  
My Commission Expires: October 18, 2018

[NOTARY SEAL]



# State of New Hampshire

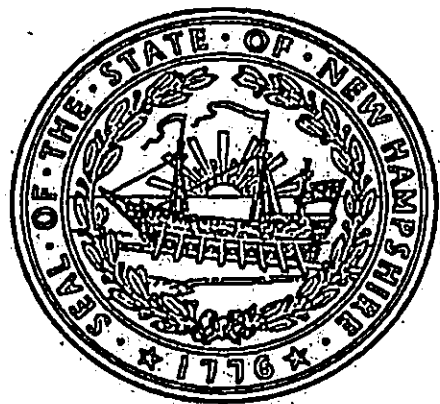
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWEST RESEARCH INSTITUTE is a Texas Nonprofit Corporation registered to transact business in New Hampshire on January 31, 2013. 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: 686610

Certificate Number: 0004106206



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of June A.D. 2018.

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

William M. Gardner  
Secretary of State







# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services Southwest, Inc.		<b>NAMED INSURED</b> Southwest Research Institute	
<b>POLICY NUMBER</b> e Certificate Number: 570070725866			
<b>CARRIER</b> See Certificate Number: 570070725866	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Additional Description of Operations / Locations / Vehicles:  
 coverage.**