



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

S.G.M.
#C

Bureau of Traffic
May 8, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to amend Contract #2015-091, with Midwestern Software Solutions (MS2), LLC (Vendor #266799), Ann Arbor, MI, by exercising a renewal option for the Department's Traffic Database Management System, by increasing the total amount payable by \$357,100 (from \$349,328 to \$706,428) and extending the completion date from June 30, 2017 to June 30, 2023 for continued support, maintenance, and hosting of the System, to be effective upon Governor and Council approval. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds as follows for FY 2018, FY 2019, FY 2020, FY 2021, FY 2022, and FY 2023:

04-096-096-962515-2944	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
State Planning & Research (SPR) Planning			
038-509038 Technology Software	\$52,500	\$55,100	\$57,900
	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
	\$60,800	\$63,800	\$67,000

EXPLANATION

On December 2, 2015, the Governor and Council authorized the original agreement (Item #20; copy of Resolution attached) in the amount of \$349,328 to procure services to provide and install a new Traffic Database Management System, with support, maintenance, and hosting. The new Traffic Database Management System replaced a legacy software platform that was outdated and interacted poorly, or not at all, with other Department information systems, often requiring manual intervention to complete Federally mandated reporting requirements, specifically Highway Performance Monitoring System (HPMS) and Traffic Monitoring Analysis Systems (TMAS) reporting, as required per 23 USC 315, 23 CFR 1.5, and 23 CFR 420.

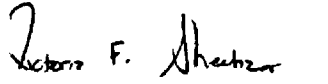
The new Traffic Data Management System has allowed the Department to replace older computer systems, used in Federal reporting and in-house support of Department projects. The replacement of the older systems with newer technology has resulted in: time savings spread across multiple work groups within DOT; increased efficiencies; and provides web-based tools which enable the public to access traffic count information.

Continuing with the ongoing support, maintenance, and hosting of this software meets the Department's critical business needs. The increase in fee, as proposed, is commensurate with the additional software support, maintenance, and hosting services to be furnished.

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

It is respectfully requested that authority be given to amend this agreement as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan", written over a horizontal line.

Victoria F. Sheehan
Commissioner
Department of Transportation

Attachments



Denis Goulet
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

May 18, 2017

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

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Midwestern Software Solutions (MS2), LLC (Vendor #266799) of Ann Arbor, MI, as described below and referenced as DoIT No. 2015-091A.

The purpose of this contract amendment is to exercise an option to extend the completion date for an additional six years for the continued support, maintenance and hosting of the Department of Transportation's Traffic Database Management System (TMAS). This system allows the DOT to electronically collect, analyze and map traffic data. The TMAS has resulted in time savings, increased efficiencies, and has eliminated the potential risk of system failure.

The total contract amount will increase by \$357,100, from \$349,328 to \$706,428 and shall become effective upon Governor and Council approval through June 30, 2023.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet', with a large, stylized flourish at the end.

Denis Goulet

DG/ik
DoIT #2015-091A

Cc: Gail Hambleton, Dane Prescott



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Traffic
October 29, 2015

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Midwestern Software Solutions (MS2), LLC (Vendor #266799), Ann Arbor, MI, for an amount not to exceed \$349,328, for the procurement of computer software and services to provide and install a new Traffic Data Management System for the period of Governor and Council approval through June 30, 2017, with the option to renew for two-three year periods to be effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows:

04-096-096-962515-2944	<u>FY 2016</u>	<u>FY 2017</u>
State Planning & Research (SPR) Planning		
038-509038 Technology Software	\$299,328	\$50,000

EXPLANATION

The Department of Transportation (DOT), Bureau of Traffic, seeks to procure services to provide and install a new Traffic Data Management System. The Department's existing software system is outdated and currently interacts poorly, or not at all, with other Department information systems, often requiring manual intervention to complete Federally mandated reporting requirements, specifically Highway Performance Monitoring System (HPMS) and Traffic Monitoring Analysis Systems (TMAS) reporting, as required per 23 USC 315, 23 CFR 1.5, and 23 CFR 420.

The new Traffic Data Management System will allow the Department to replace older computer systems, used in Federal reporting and in-house support of Department projects. The replacement of the older systems with newer technology will result in: time savings spread across multiple work groups within DOT; increased efficiencies; and will provide web-based tools which will enable the public to access traffic count information.

A State Planning & Research (SPR) Budget appropriation in the amount of \$349,328 has been approved to fund this project. The vendor selection process for this contract was initiated by a solicitation for information technology services through a Request for Proposals (RFP), which was posted on the State Administrative Services website from January 12, 2015 to March 17, 2015. Answers to vendor's questions regarding clarification of the solicitation were posted to the Administrative Services website on February 4, 2015.

As a result of the solicitation, four firms submitted proposals: Midwestern Software Solutions (MS2), Ann Arbor, MI; Traffic and Parking Control Co. (TAPCO), Inc., Brown Deer, WI; Transmetric, Austin TX; and Trichord, Leesburg, VA.

The selection process for this contract consisted of review and ranking of solicited written technical proposals and cost proposals by a selection panel comprised of five members representing the Department of Transportation and the Department of Information Technology. The selection panel included: Traffic Operations Engineer (NHDOT Bureau of Traffic); IT project Manager (Department of Information Technology); Business Systems Analyst (Department of Information Technology); Traffic Analysis Engineer (NHDOT Bureau of Traffic); and the GIS Engineer (NHDOT Bureau of Planning & Community Assistance).

The selection panel members reviewed the proposals individually and met on Wednesday, May 6, 2015 to recommend a vendor. The Committee by consensus rated each firm based on the Proposed Software Solution, Proposed Software Solution Functionality, Vendor Technical Service and Project Manager Experience, Vendor Company and Staffing Qualifications, and Solution Cost. Having assessed all of the aforementioned factors, the selection panel scored and ranked Midwestern Software Solutions (MS2), LLC the highest of the four firms (see attachment). The Scoring Summary is below:

Firm	Score as rated by Selection Committee 200 Possible Points	Overall Rank
MS2	175.9	1
TAPCO	149.5	2
Transmetric	144.9	3
Trichord	119.0	4

MS2, LLC was selected and is highly regarded in the field of Traffic Data Management Systems. Their software has recently been implemented at the Vermont Agency of Transportation and they have similar system implementations for State transportation agencies in Arizona, Illinois, Massachusetts, and Texas, as well as numerous metropolitan planning organizations, counties and municipalities. The selection panel's ranking was submitted to the Assistant Commissioner for consideration and approval.

MS2, LLC has agreed to furnish the required implementation and maintenance services in a two (2) year agreement for a total amount not to exceed \$349,328. The contract has a completion date of June 30, 2017, with a State option to extend annually for two 3-year extensions, up to, but not beyond June 30, 2023, for ongoing software support, maintenance, and hosting. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of engineering and technical services to be furnished.

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

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachment

2015-091 Traffic Data Management System

15_0901_091_2015091_1.rpt

Company	Company Address	Software Functionality 20 Pts Max	Software Solution 70 Pts Max	Technical, Service and PM Exp and Approach 25 Pts Max	Company Qualifications 5 Pts Max	Staffing Qualifications 5 Pts Max	Solution Cost	Solution Cost Points 75 Pts Max	TOTAL 200 Pts Max
TAPCO	5100 W. Brown Deer Road, Brown Deer, WI 53223	14.0	43.6	19.3	3.9	3.8	\$ 606,069	64.9	149.5
Transmetric	8613 Cross Park Dr. Austin, TX 78754	15.6	59.3	18.8	4.1	4.1	\$ 910,000	43.1	144.9
Tricord	12888 James Monroe Highway, Leesburg, VA 20176	9.5	20.0	11.2	1.4	2.0	\$ 523,207	75.0	119.0
MSS2	3815 Plaza Drive, Ann Arbor, MI 48103	17.8	66.7	21.1	4.5	4.4	\$ 639,428	61.4	175.9
Max Points									175.9



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

Denis Goulet
Commissioner

October 6, 2015

David M. Rodrigue
Assistant Director of Operations
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Assistant Director Rodrigue:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with **Midwestern Software Solutions (MS2), LLC**, as described below and referenced as DoIT No. 2015-091.

The purpose of this contract is to procure computer software and services to provide and install a new Traffic Data Management System for the Department of Transportation. The Department's existing software system is outdated and currently interacts poorly, or not at all, with other Department information systems, often requiring manual intervention to complete federally mandated reporting requirements, specifically Highway Performance Monitoring Systems and Traffic Monitoring Analysis Systems. The cost of this Contract is not to exceed \$349,328. The contract term is from Governor and Executive Council Approval through June 30, 2017 with the option to renew for two three-year periods.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'DG' followed by a stylized flourish.

Denis Goulet

DG/dcp
DOT 2015-091

cc: Gail Hambleton, DOIT Lead at DOT
Dane Prescott, DOIT at DOT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC DATA MANAGEMENT SYSTEM
CONTRACT 2015-091
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an agreement approved by Governor and Council, on December 2, 2015, Item #20, Contract #2015-091 (herein after referred to as the "Agreement"), Midwestern Software Solutions, LLC. (hereinafter referred to as MS2) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: *Amendment*, and the provisions of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to the Agreement Part 2, Section 1.3: *Contract Term*, and the provisions of the Agreement, the Agreement may be extended up to six (6) years at the sole option of the State, subject to the parties' prior written Agreement on applicable fees for each extended term, up to but not beyond June 30, 2023;

WHEREAS, MS2 and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to extend the Completion Date of the Agreement from June 30, 2017 to June 30, 2023, by exercising a six-year renewal option;

WHEREAS, the Department wishes to increase the Contract price limitation by \$357,100 to bring the total contract price to \$706,428;

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:

The Agreement is hereby amended as follows:

1. Amend General Provision 1.7 of the Agreement (Page 1) by changing the Completion Date from June 30, 2017 to June 30, 2023.
2. Amend General Provision 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$357,100 from \$349,328 to \$706,428
3. Amend General Provision 1.9 of the Agreement (Page 1) by replacing Patrick K. McKenna, Deputy Commissioner, with Christopher M. Waszczuk, Deputy Commissioner
4. The Agreement, Part 3, Exhibit A, is further amended by adding section A2.1 Amendment A Implementation Schedule – Activities / Deliverables / Milestones as described below:

A2.1 Amendment A Implementation Schedule – Activities / Deliverables / Milestones

Task Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
10	Software Maintenance, Support, and Hosting (FY18)	Non-Software	7/1/2017 - 6/30/2018
11	Software Maintenance, Support, and Hosting (FY19)	Non-Software	7/1/2018 - 6/30/2019
12	Software Maintenance, Support, and Hosting (FY20)	Non-Software	7/1/2019 - 6/30/2020

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC DATA MANAGEMENT SYSTEM
CONTRACT 2015-091
CONTRACT AMENDMENT A**

13	Software Maintenance, Support, and Hosting (FY21)	Non-Software	7/1/2020 - 6/30/2021
14	Software Maintenance, Support, and Hosting (FY22)	Non-Software	7/1/2021 - 6/30/2022
15	Software Maintenance, Support, and Hosting (FY23)	Non-Software	7/1/2022 - 6/30/2023

5. The Agreement, Part 3, Exhibit B, is further amended by deleting Paragraph 1.1 *Firm Fixed Price* and replacing Paragraph 1.1 as described below:

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$706,428 for the period between the Effective Date through June 30, 2023. MS2 shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow MS2 to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

6. The Agreement, Part 3, Exhibit B, is further amended by Adding Table A1 to Part 3, Exhibit B paragraph 1.1 as described below::

Task Number	Activity, Deliverable, or Milestone	Payment Amount
10	Software Maintenance, Support, and Hosting (FY18)	\$52,500
11	Software Maintenance, Support, and Hosting (FY19)	\$55,100
12	Software Maintenance, Support, and Hosting (FY20)	\$57,900
13	Software Maintenance, Support, and Hosting (FY21)	\$60,800
14	Software Maintenance, Support, and Hosting (FY22)	\$63,800
15	Software Maintenance, Support, and Hosting (FY23)	\$67,000

7. The Agreement, Part 3, Exhibit B, is further amended by Adding Table A4 Contract – Summary of Costs as described below:

Description	Payment Amount
Original Grand Total	\$349,328
Software Maintenance, Support, and Hosting (FY18)	\$52,500
Software Maintenance, Support, and Hosting (FY19)	\$55,100
Software Maintenance, Support, and Hosting (FY20)	\$57,900

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC DATA MANAGEMENT SYSTEM
CONTRACT 2015-091
CONTRACT AMENDMENT A**

Software Maintenance, Support, and Hosting (FY21)	\$60,800
Software Maintenance, Support, and Hosting (FY22)	\$63,800
Software Maintenance, Support, and Hosting (FY23)	\$67,000
Subtotal	\$357,100
TOTAL PROJECT COST	\$706,428

Original Grand Total	\$349,328
AMENDMENT A SUMMARY TABLE	
Software Maintenance, Support, and Hosting (FY18)	\$52,500
Software Maintenance, Support, and Hosting (FY19)	\$55,100
Software Maintenance, Support, and Hosting (FY20)	\$57,900
Software Maintenance, Support, and Hosting (FY21)	\$60,800
Software Maintenance, Support, and Hosting (FY22)	\$63,800
Software Maintenance, Support, and Hosting (FY23)	\$67,000
Subtotal	\$357,100
GRAND TOTAL	\$706,428

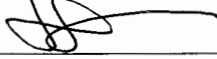
Table 1 Contract 2015-091 – TRAFFIC DATA MANAGEMENT SYSTEM

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G & C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2015-091		December 2, 2015	June 30, 2017	\$ 349,328
		Item #20		
2015-091 Amendment A	Extension of Software Maintenance, Support, and Hosting, licensing, and addition of software functionality	TBD	June 30, 2023	\$357,100
		CONTRACT TOTAL		\$706,428

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC DATA MANAGEMENT SYSTEM
CONTRACT 2015-091
CONTRACT AMENDMENT A**

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

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



Ben Chen, Principal,
MS2, LLC

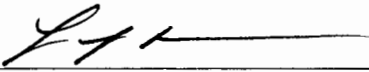
Date: 5/16/2017

Corporate Signature Notarized:

STATE OF Michigan
COUNTY OF Washtenaw


On this the 16 day of May, 2017, before me, BEN CHEN, the undersigned Officer _____, personally appeared and acknowledged her/him to be the Principal of MS2 LLC, a corporation, and that she/he, as such Principal 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 Principal.

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




Notary Public/Justice of the Peace
LISA LYNN HARWOOD
Notary Public, State of Michigan
My Commission Expires Sep. 12, 2022
(Sitting in the County of _____)

State of New Hampshire



Victoria F. Sheehan, Commissioner Date: 6/1/17
State of New Hampshire
Department Of Transportation

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



State of New Hampshire, Department of Justice Date: 6/7/17

Approved by NH Governor and Council

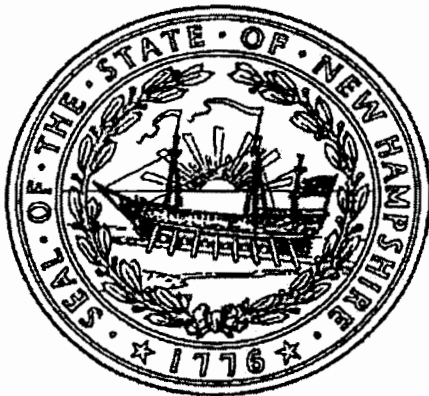
Date: _____

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 MIDWESTERN SOFTWARE SOLUTIONS, LLC is a Michigan Limited Liability Company registered to transact business in New Hampshire on May 12, 2015. 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: 725985



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 15th day of May A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, Arnold Geldermans, General Manager, hereby certify that I am the duly elected General Manager of Midwestern Software Solutions, LLC.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on May 16, 2017, at which a quorum of the Board was present and voting.

DULY VOTED: Arnold Geldermans, Pat Hastings, Scott Betzoldt, and Ben Chen

As hereby noted per vote of the corporation Board of Directors on May 16, 2017, Ben Chen, with the title of Principal is authorized to execute on behalf of said corporation all legal contractual documents, leases, or other agreements for the benefit of said corporation.

I hereby certify that said vote has not been amended or repealed, remains in full force and effect as of May 16, 2017.

Date: May 16, 2017

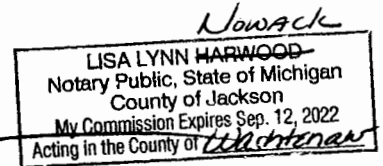
Attest:

Arnold Geldermans
General Manager

State of Michigan
County of Washtenaw

On this the May 16, 2017 before me, the undersigned Notary Public, Lisa Nowack, personally appeared Arnold Geldermans who acknowledged himself that he, as such General Manager, of Midwestern Software Solutions, LLC, and that he being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as General Manager.

In witness whereof I hereunto set my hand and official seal



Notary Public
My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2016

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).

PRODUCER Eric Moore Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242		CONTACT NAME: Cyndi Armstrong PHONE (A/C, No. Ext): (517) 439-9345 FAX (A/C, No.): (517) 439-5536 E-MAIL ADDRESS: info@mooreinsuranceservices.com															
INSURED Midwestern Software Solutions, LLC 3815 Plaza Dr Ann Arbor MI 48108-1655		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co. of</td> <td>25682</td> </tr> <tr> <td>INSURER D: RLI Insurance Company</td> <td></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: Charter Oak Fire Ins. Co.	25615	INSURER B: The Travelers Indemnity Co.	25658	INSURER C: Travelers Indemnity Co. of	25682	INSURER D: RLI Insurance Company		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: CL1692201441 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
B	GENERAL LIABILITY			6802H909515	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	<input checked="" type="checkbox"/> Ltd Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000			
	<input checked="" type="checkbox"/> Inland Marine						GENERAL AGGREGATE \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									\$
A	AUTOMOBILE LIABILITY			BAOF655874	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP0449P600	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000			
	DED RETENTION \$						\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3965T049	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
D	Professional Liability w/ Cyber Liability			TEC0002177	09/30/2016	09/30/2017	Per Claim \$2,000,000			
			Aggregate \$2,000,000							

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Transportation Bureau of Traffic 18 Smokey Bear Blvd. Concord, NH 03301	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 Eric Moore/CYNDI <i>Eric A Moore</i>


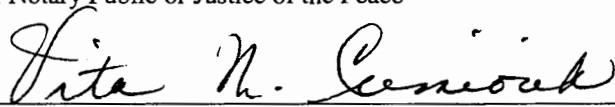

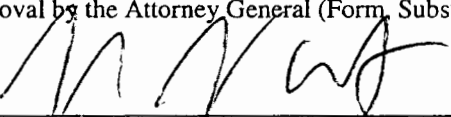
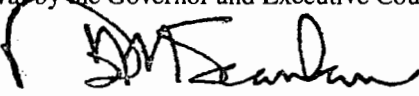
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation Division of Operations		1.2 State Agency Address 7 Hazen Drive Concord, NH 03302-0483	
1.3 Contractor Name Midwestern Software Solutions, LLC		1.4 Contractor Address 3815 Plaza Drive Ann Arbor, MI 48103-1655	
1.5 Contractor Phone Number 734-995-0200	1.6 Account Number 04-096-096-962515-2944-038-509038	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$349,328
1.9 Contracting Officer for State Agency Patrick K. McKenna Deputy Commissioner		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ben Chen, Principal	
1.13 Acknowledgement: State of <u>MICHIGAN</u> , County of <u>WASHTENAW</u> On <u>Oct. 7, 2015</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] 		VITA M. CIEMIOREK NOTARY PUBLIC, STATE OF MI COUNTY OF WASHTENAW MY COMMISSION EXPIRES Dec 16, 2016 ACTING IN COUNTY OF	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William Cass, Asst. Commissioner	
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) (if applicable) By:  On: <u>11/3/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  DEPUTY SECRETARY OF STATE			

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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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials JFE
Date 10/7/2015

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.