

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

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

RFP Issued	January 28, 2016
State Contact	John Corcoran, Administrator JCorcoran@dot.state.nh.us Office phone: (603) 485-3806 Mobile: (603) 545-4531
Contract Type	Firm Fixed Price
Proposals Due	2:30 PM, March 17, 2016

Vendor Initials _____
Date _____

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1 Introduction

The State of New Hampshire (hereinafter known as State), acting through the Bureau of Turnpikes, is releasing this Request for Proposal (RFP) to procure an Automatic Vehicle Location System (AVL) and associated services for the New Hampshire Department of Transportation (NHDOT) to integrate vehicle and resource information for winter road maintenance managers so proactive decisions can be made before and during adverse weather events.

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section 5, Proposal Evaluation Process, below. The award will be based upon criteria, standards, and weighting identified in this RFP. Each Vendor (“Proposer”) Proposal will be considered as a whole Solution, without limitation, including all Work proposed, the technical approach, the ability to meet schedule, the maintenance approach, the qualifications of the Vendor and any Subcontractor(s), and costs.

1.1.1 Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the Services identified under this procurement.

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

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1.2 Contract Term

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

The Vendor shall be fully prepared to commence work by June 2016, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through June 30, 2020 with two, two-year options to extend ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2024.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

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

1.3 Overview of Project or High Level Statement of Work

The Vendor shall provide a system with the specifications, constraints, and functionalities of an AVL as required by the NHDOT for all vehicles described in Appendix C. In general terms, these requirements include:

- The provision and maintenance of a reliable hosted software system to carry out the aforementioned processing and to display and provide interaction with the information presented and/or generated.
- Provide devices which will reside in the actual vehicle for interfacing to equipment on-board the vehicle, such as plow up/down, sensors for measuring material distribution, and vehicle location.
- Training of NHDOT staff on the operation of the AVL system software and vehicle installation.

1.4 Order of Precedence

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

- a) The State of New Hampshire Terms and Conditions, as stated in Appendix H of this RFP.
- b) The State of New Hampshire, Department of Transportation Contract 2016-016 (resulting Contract from this RFP, once executed).
- c) The Vendor Proposal including interview presentation material and response to State's questions to RFP 2016-016.
- d) Final State Responses to Vendor Inquiries to RFP 2016-016 and all related attachments, appendices, and addendum (if applicable).

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1.5 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the Terms and Conditions of this RFP, including but not limited to, Appendix H, Section H-25: General Contract Requirements, herein and Appendix H: State of New Hampshire Terms and Conditions of this RFP.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

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2 Schedule of Events

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	January 28, 2016	
Vendor inquiry period begins	February 1, 2016	
Vendor inquiry period ends	February 16, 2016	
Question & Answer response period	March 2, 2016	
Final date for Proposal submission	March 17, 2016	2:30 PM
Invitations to oral interviews & DOT submittal of proposal questions	March 31, 2017	
Vendor Interviews	Week of April 11, 2016	
Select Vendor	Week of April 18, 2016	
Governor and Council Award	End of June 2016	
Notice to Proceed (NTP)	End of June 2016	

3 Software, Requirements and Deliverables

3.1 Software

The State seeks to license Commercial-Off-the-Shelf (COTS) Software for this Contract. Each Proposal must present Software that can fully support the required functionality listed in Appendix C: System Requirements and Deliverables.

The Software shall be hosted by the Vendor and shall be considered Software as a Service (SaaS). The State shall not own or license the code.

No license shall be required to access and use the application.

3.2 Requirements

3.2.1 Appendix B:

Minimum standards for Proposal Consideration, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.

3.2.2 Appendix C:

System Requirements and Deliverables.

3.2.3 Appendix D:

Topics for Mandatory Narrative Responses for Software, technical, Services and Project Management topics.

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3.2.4 Appendix E:

Standards for Describing Vendor Qualifications including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.2.5 Appendix K:

Information Technology Requirements.

3.3 Deliverables

The Vendor shall provide the State with the Deliverables in accordance with the requirements, and Terms and Conditions of the Contract. All Deliverables shall fully meet and perform in accordance with the RFP Documents and resulting Contract(s). Upon its submission of a Deliverable, the Vendor shall represent that it has performed its obligations under the Contract associated with the Deliverable. A definition of a Deliverable is provided in Appendix C: System Requirements and Deliverables.

Unless otherwise stated in the Contract documents, the State's review of all Deliverables will be in accordance with the time periods set forth in the approved schedule. For each rejection, the Approval Period shall be extended at least one time, and thereafter may be extended, at the option of the State, by the corresponding time required to correct any deficiency, retest or review, as applicable, provided however, that the Vendor shall not be obligated to continue performance if it reasonably believes it cannot correct the deficiency, in which case it shall promptly notify the State thereof and the State may immediately declare the Vendor in Default, avail itself of the remedies available to it in law and in equity. Any extension which creates an additional cost to the State via their Consultants shall be paid by the Vendor.

Once an individual Deliverable is Approved, all sums are due and payable; however, notwithstanding the foregoing, in the event the State rejects a Deliverable, the State shall have the right to pursue all remedies under the Contract, at law and in equity, including but not limited to, the right to replacement and re-implementation costs. Refer to Appendix H: Section H-25.12.1 Termination for Default.

Deliverables review is further described in Appendix C.

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4 Instructions

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the State, no later than the time and date specified in Section 2: Schedule of Events. Proposals must be addressed to:

**State of New Hampshire
Bureau of Turnpikes
c/o
John Corcoran
Administrator, Bureau of Turnpikes
36 Hackett Hill Road
Hooksett, NH 03106**

Note: You must use a ground service (e.g. UPS, FEDEX, etc.) for delivery to the address shown below. The US Mail does not deliver to this location.

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
BUREAU OF TURNPIKES

RESPONSE TO RFP 2016-016
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Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the State, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit only one (1) Proposal in response to this RFP.

All Proposals submitted in response to this RFP must consist of:

- a) One (1) original and six (6) copies clearly identified copies of the Proposal, including all required attachments;
- b) One (1) original of the Price Proposal, as described in Section 4.18.10, must be packaged separately, labeled clearly and sealed;
- c) One (1) copy of the Transmittal Form Letter (Appendix J, Form 4, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL"; and
- d) One (1) electronic copy of response on CD ROM or thumb-drive in PDF format.

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The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

John Corcoran, Administrator
E-mail: jcorcoran@dot.state.nh.us
CC: David Gray, Winter Maintenance Program Specialist
E-mail: dgray@dot.state.nh.us
Telephone: 603-485-3806
Subject Line: AVL RFP 2016-016

Using Appendix J, Form 5, Vendor Inquiry Form, the inquiry shall cite the RFP title, RFP number, Page, Section, and Paragraph being referenced in the inquiry. Prior to the commencement of the Vendor Inquiry Period the State shall include on its web-site a form for submitting inquiries. All inquiries shall be in that form. The State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: Schedule of Events). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: Schedule of Events; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.2.1 Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: Proposal Inquiries. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

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4.3 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.4 RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.5 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, Terms and Conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.6 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: Schedule of Events, or until the Effective Date of any resulting Contract.

4.7 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.8 Confidentiality of a Proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.9 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract. The Vendor may submit a redacted version of the Proposal prior to the Governor and Council date.

Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a Request for Proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the

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State, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the Contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting Contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

4.10 Security

The State must ensure appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

In addition, Appendix C: System Requirements and Deliverables contain security requirements that are specific to the implementation and maintenance of the AVL being procured. Please refer to Appendix C for more detailed information on these requirements.

4.11 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.12 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

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4.13 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.14 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix H: State of New Hampshire Terms and Conditions herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting Terms and Conditions contained in the Vendor's Proposal.

4.15 Proposal Format

Proposals shall follow the following format:

- The Proposal shall be provided in a three-ring binder.
- The Proposal shall be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal shall use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal shall include a page number, and the number of total pages, and identification of the Vendor in the page footer.
- Tabs shall separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

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4.16 Proposal Organization

Proposals shall adhere to the following outline and shall have a total page limit of twenty (20) pages, excluding the items identified below as not applying to the page limit.

Proposals shall not include items not identified in the outline.

Technical Proposal Page Limit Applicability

Section	Page Limit Applies? (Y/N)
Cover Page	NO
Transmittal Form Letter	NO
Table of Contents	NO
Section I: Executive Summary	YES
Section II: Glossary of Terms and Abbreviations	NO
Section III: Responses to Requirements and Deliverables	NO
Section III A: Project Management Plan	YES
Section IV: Narrative Responses	YES
Section V: Corporate Qualifications	NO
Section VI: Qualifications of Key Staff	NO
Section VII: Price Proposal	NO

4.17 Proposal Content

4.17.1 Cover Page

The first page of the Vendor’s Proposal shall be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
BUREAU OF TURNPIKES
RESPONSE TO RFP 2016-016
Automatic Vehicle Location System (AVL)

The cover page shall also include the Vendor’s name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.17.2 Transmittal Form Letter

The Vendor shall submit a hand written and signed Transmittal Form Letter with their Proposal using the Transmittal Form Letter , Form 4, provided in Appendix J. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes will result in the Proposal being rejected.

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4.17.3 Table of Contents

The Vendor shall provide a Table of Contents with corresponding page numbers relating to its Proposal. The Table of Contents shall conform to the outline provided in Section 4.17: Proposal Organization, but shall provide detail, e.g., numbering, level of detail, etc.

4.17.4 Section I: Executive Summary

The Executive Summary shall identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: Minimum Standards for Proposal Consideration, to this Request for Proposal. The Executive Summary shall also provide an Overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors they believe distinguish their Proposal.

4.17.5 Section II: Glossary of Terms and Abbreviations

The Vendor shall provide a Glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.17.6 Section III: Responses to System Requirements and Deliverables

System Requirements are provided in Appendix C: System Requirements and Deliverables including testing requirements and information technology requirements.

Using the Response Tables in Appendix C , Appendix G and Appendix K, the Vendor shall document the ability to meet the Requirements and Deliverables of this RFP.

4.17.7 Section IIIA: Project Management Plan

The Vendor shall submit a Project Management Plan to the State for review and Approval. The Project Management Plan shall describe how the Vendor plans to implement and manage the project including staffing, scheduling, communication procedures for controlling all correspondence, submittals, and other communications between the Vendor and the State. Refer to section C-2.4.1.

4.17.8 Section IV: Narrative Responses

Section IV solicits Narrative Responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: Topics for Mandatory Narrative Responses is organized into sections, which correspond to the different deliverables of the Proposal.

4.17.9 Section V: Corporate Qualifications

Section V shall provide Corporate Qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: Required Information on Corporate Qualifications of Appendix E: Standards for Describing Vendor Qualifications.

4.17.10 Section VI: Qualifications of Key Vendor Staff

This Proposal section shall be used to provide required information on Key Vendor Staff. Specific information to be provided is described in Sections: E-2: Team Organization and Designation of Key

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Vendor staff; E-3: Candidates for Project Manager; and E-4: Candidates for Key Vendor Staff Roles, of Appendix E: Standards for Describing Vendor Qualifications.

4.17.11 Section VII: Price Proposal

The Price Proposal shall include all of the information as identified in Appendix F, Price Proposal, and shall include the following forms provided in Appendix J: (Note: Vendor exceptions or assumptions are not in the price proposal.)

- Form 1: AVL System Implementation/Warranty Term. Cost to provide AVL System Implementation/Warranty to meet requirements as identified in Appendix C and location specified in Appendix A for development, testing, initial training and implementation. Cost shall include all escrow, bonding, initial training, licensing costs, hardware and software costs anticipated during Contract Term.
- Form 2: Maintenance Price Proposal. Cost to provide AVL Maintenance (software upgrades, technical support, etc.) for each year of the Contract Term as defined in Appendix F. Cost shall also be provided in Form 2 for each two (2) year Contract term extension, based on a Cost Of Living Adjustment (COLA), if extended at the sole option of the State as outlined in Section 1.2. Maintenance shall be paid monthly, one-twelfth (1/12) the value as identified in Form 2 following Final System Acceptance. Maintenance shall also include costs for incremental vehicles beyond the base quantities.
- Form 3: Training. Cost to provide additional AVL Training for up to fifteen (15) State staff if requested by the State during the Contract Term. Form 3 shall identify a per day training cost for both on site or webinar for each year of the Contract Term.

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5 Proposal Evaluation Process

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience, and qualifications of proposed candidates, and price.

The State will use a scoring scale of one hundred (100) points, a maximum of thirty-five (35) points awarded based on the Price Proposal and a maximum of sixty-five (65) points awarded for the Technical Proposal. The maximum points that will be awarded are shown in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	65
<i>AVL System (60%)</i>	<i>39</i>
<i>Ability to Execute and Meet the Project Schedule (10%)</i>	<i>6</i>
<i>System Maintenance and Warranty Approach (10%)</i>	<i>7</i>
<i>Firms Qualifications, Project Team, Capabilities and References (20%)</i>	<i>13</i>
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	35
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a) Consider any source of information in evaluating Proposals;
- b) Omit any planned evaluation step if, in the State's view, the step is not needed;
- c) At its sole discretion, reject any and all Proposals at any time; and,
- d) Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

5.3.1 Initial Screening

The State will conduct an Initial Screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum*

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Standards for Proposal Consideration. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Oral Interviews and Product Demonstrations

The purpose of Oral Interviews and Product Demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the Oral Interviews and Product Demonstrations.

For each invited Vendor, the Oral Interviews and Product Demonstrations will be approximately two (2) hours in length. Vendor shall provide an agenda for Oral Interviews and Product. Information gained from Oral Interviews and Product Demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.3.3 Best and Final Offer

The State may, at its sole option, either accept a Contractor's initial Proposal by award of a Contract or enter into discussions with Contractors whose Proposals are deemed best qualified to be considered for an award. After discussions are concluded a Contractor may be requested to submit a "Best and Final Offer" for consideration.

5.3.4 Final Evaluation

The State will conduct Final Evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering.

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weightings in this section. Oral Interviews and Reference Checks will be used to refine and finalize preliminary scores.

5.4.1 Calculation of Technical Scores

- a) In the Technical Evaluation, Vendors will be evaluated based on the criteria outlined in Sections 5.4.2 through 5.4.6. Actual evaluator scores based on the potential maximum points shown in the section entitled Scoring will be added for a total of Technical points for each Vendor and then the Technical points for each Vendor will be divided by the number of evaluators to determine the Technical Score for each Vendor.
- b) The minimum acceptable Technical Score will be forty-six (46) points out the possible total of one-hundred (100) points. Any proposals that do not receive a Technical Score of forty-six (46) or higher will be removed from further consideration and the corresponding Price Proposal will not be opened and shall be returned unopened to the applicable Vendor.

5.4.2 Scoring of the Proposed AVL System (thirty-nine (39) Points)

When evaluating the Vendors' AVL System the evaluation will center on:

- a. Design of the System to Meet the Specified Requirements Including:

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- i. Thoroughness in addressing System requirements
- ii. Web site user friendly
- iii. Reporting system interactive and user friendly
- b. Accurate Vehicle Reporting: Proposed AVL System should provide Accurate Vehicle Reporting to meet accuracy requirements as identified in Appendix C: System Requirements and Deliverables.
- c. System Performance and Reliability: Proposed System Performance and actual documented performance of installed Systems on similar projects; and where applicable, use of components and Systems proven in operation on other projects.
- d. Evidence of willingness to exceed project requirements.
- e. Ability to work and integrate with all current and proposed equipment as identified in the State environment and to cooperate with other vendors in the development and implementation of necessary System interfaces, i.e. Compu-Spread.
- f. Flexibility of the proposed Software to add additional vehicles as needed during the term of the Contract.

5.4.3 Scoring of Vendor’s Ability to Execute and Meet the Project Schedule (six (6) Points)

When evaluating the Vendors’ Ability to Execute and Meet the Project Schedule the evaluation will center on:

- a) Demonstration of ability to meet or exceed the scheduling requirements of the Project.
- b) Vendors shall present a Preliminary Project Schedule that addresses the program requirements within the prescribed timeframe.
- c) Logical approach to Project phasing and transition.

5.4.4 Scoring of Vendor’s System Maintenance and Warranty (seven (7) Points)

When evaluating the Vendors’ System Maintenance and Warranty Approach the evaluation will center on:

- a) Demonstration of ability to meet or exceed all Maintenance Services and warranty requirements as specified in Appendix C: System Requirements and Deliverables.
- b) Demonstration of innovation in the approach to Maintenance will be evaluated. The evaluation will consider innovative and thoughtful approaches on software upgrades and technical support to provide efficient and productive maintenance on the System.
- c) Experience and ability to maintain NHDOT Compu-Spread system in order to troubleshoot discrepancies between spreader control and AVL System.

5.4.5 Scoring of Vendor Qualification, Project Team, Capabilities and References (thirteen (13) Points)

When evaluating the Proposers Qualification, Project Team, Capabilities and References the evaluation will center on:

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- a) Evidence of experience with projects (including software development, implementation, and maintenance) of similar size and nature.
- b) Time commitment of key Vendor personnel to this Project.
- c) Demonstrated relevant experience of the project manager, task managers and other key personnel.
- d) Evidence of key Vendor personnel in similar roles in example projects.
- e) References based on reference forms and subsequent follow-up by the State.
- f) Experience, technical competence and role of Subcontractors, including but not limited to, Subcontractors' prior working relationships with the Vendor.

5.4.6 Calculation of the Price Proposal Score (thirty five (35) Points)

The Vendor's Price Proposal will be allocated a maximum potential score of thirty five (35) points. The Price Proposal Score will be based upon the total of Forms 1, 2, 3 and 4 in Appendix J: Forms. The State will consider the cost of the system software platform, maintenance and training, as well as the cost of items identified in Appendix F: Price Proposal. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

The following formula will be used to assign points for costs:

$$\text{Vendor's Price Score} = (\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times 35.$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored forty-six (46) or higher on the Technical Score.

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APPENDIX A: BACKGROUND INFORMATION

A-1 New Hampshire Department of Transportation, Bureau of Turnpikes

NHDOT, acting through its Bureau of Turnpikes is responsible for operating and managing the AVL for use on NH's road network.

The purpose of NHDOT is to create transportation excellence in New Hampshire which is fundamental to the State's sustainable economic development and land use, enhancing the environment, and preserving the unique character and quality of life. The NHDOT will provide safe and secure mobility and travel options for all of the state's residents, visitors, and goods movement, through a transportation system and services that are well maintained, efficient, reliable, and provide seamless interstate and intrastate connectivity. Its mission is transportation excellence enhancing the quality of life in New Hampshire.

A-1.1 New Hampshire Highway System

The New Hampshire Highway System is the public roads system maintained by the NHDOT containing approximately 4,800 miles of roads, of which 2,567 miles are numbered routes and 1,465 miles are unnumbered roadways making up the State's secondary roadway system. The state has 557 miles of primary highways, which it defines as highways that "connect population centers, other National Highway System (NHS) routes within the state". The New Hampshire Bureau of Turnpikes is a Division of the New Hampshire DOT and operates 89 miles of limited access highway, 36 miles of which are part of the US Interstate Highway System, comprising a total of approximately 643 total lane miles.

A total of 224 miles of roadway in New Hampshire are part of the Interstate Highway system. Three primary Interstates pass through New Hampshire:

- Interstate 89;
- Interstate 93; and,
- Interstate 95.

Two secondary Interstates are located in New Hampshire:

- Interstate 293; and,
- Interstate 393.

NHDOT operates and maintains a network of Intelligent Transportation Systems across the State. This includes Closed Circuit Television (CCTV) cameras, Dynamic Message Signs (DMS), Portable Changeable Message Signs (PCMS), Road Weather Information System (RWIS), and Variable Speed Limit (VSL) signs. These are all managed through the New Hampshire Transportation Management Center (TMC) Control Room and Data Center located at NHDOT in Concord, NH.

A-2 Department of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

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A-2.1 New Hampshire Information Technology Plan (NHITP)

The Department of Information Technology published a State of New Hampshire Information Technology Plan (NHITP). The NHITP contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The NHITP helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in information technology across State agencies.

A-2.2 Technical Architecture

Components of the State's technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, Voice over Internet Protocol (VOIP) and Virtual Private Network (VPN) technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one (21) partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- **Internet Access:** All State agencies are connected to the State's Intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers. Payment Card Industry (PCI) Compliance is also an element in this effort.

A-2.3 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan.

This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

A-2.4 Related Documents Required at Contract time

- a) Certificate of Good Standing/Authority (Appendix G-2–item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- b) Certificate of Authority/Vote (Appendix G-2 - Item B).
- c) Proof of Insurance compliant with Appendix H: State of New Hampshire Terms and Conditions.

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A-2.5 State Project Team

State high-level staffing for the Project will include:

- John Corcoran – Turnpike Administrator- Project Manager
- David Gray -Winter Maintenance Specialist – Assistant Program Manager
- Alan Hanscom – NHDOT District Engineer 3
- Dix Bailey – Maintenance Superintendent
- Steve Detrio – Highway Maintenance Program Manager
- Joseph Hamel – Mechanical Services
- Charles Burns – representing DoIT

A-2.6 Turnpikes Administrator

The Turnpikes Administrator, John Corcoran along with the NHDOT Commissioner, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-2.7 State Project Manager

The State Project Manager will be responsible for leading the project and working directly with the Vendor’s Project Manager to implement the AVL and oversee the maintenance and operation of the system during the Contract Term. This person will have the primary responsibility for seeing to the project’s success.

Major duties include:

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Engaging and managing the selected Vendor;
- Managing significant issues and risks; and,
- Managing stakeholders’ concerns.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission Requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: Schedule of Events. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: Proposal Submission, Deadline and Location Instructions.
- The original Proposal includes a signed Transmittal Letter accepting all Terms and Conditions of the RFP without exception.
- The proposed Escrow Agreement shall be submitted with the Vendor’s Proposal for review by the State.

B-2 Compliance with System Requirements

AVL System requirements and Deliverables are listed in Appendix C: System Requirements and Deliverables in this RFP. The proposed Vendor’s Solution must be able to satisfy requirements and conditions listed.

B-3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor Proposed Software.

Provide at least 2 references for the most recent projects within the last 3 years for both the hardware and the software applications to be provided. Projects shall include at least one using Compu-Spread as their spreader control system.

B-4 Vendor Implementation Service Experience

The Vendor must have completed the Vendor proposed AVL Software Implementation for at least two (2) government clients comparable or larger in size and complexity to the State of New Hampshire within the last five (5) years. The specific Vendor Proposed Software version and functionality must be described.

B-5 Proposed Project Team

The Proposed Project Team must include individuals with substantial experience in:

- AVL software
- Installation
- Familiar with Compu-Spread system
- Software training

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 Project Overview

The purpose of this Appendix is to provide interested parties with information to enable them to prepare and submit a proposal for Automatic Vehicles Locator in New Hampshire Department of Transportation vehicles. The NHDOT intends to contract with one Vendor to provide all the software and hardware, web site, coordination and calibration with our existing spreader control system (Compu-spread), testing of the AVL system in combination with the our spreader control system, wireless communication, training and maintenance and support needed for this System including spreader control issues and wireless communication.

The vendors shall be responsible to coordinate all software development, testing, implementation and any issues during this time and operations and maintenance (O&M) with subcontractors the vendor uses including Compu-Spread, DOT's spreader control system. The vendor will be responsible to include hourly wages in the contract for their subcontractors and Compu-Spread support for any work beyond the proposal work and standard O&M.

The proposal shall include; supply, installation and management of a GPS hardware and system operating software which allows real time vehicle location tracking and various winter control equipment activity tracking for a minimum of 65 vehicles of various sizes and configurations. The proposal shall allow for future deployment of more vehicles.

Any purchase of products or services specified in this proposal is subject to approval by Executive Council of the State of New Hampshire (Governor and Council) and quantities may be adjusted and/or items cancelled based on availability of funding.

Licensing shall permit an unlimited number of users, the system will typically be operated and monitored by a minimum of 10 staff and there shall be one or more persons using the system at one time. The system should be able to be upgraded with future versions or add-ons. The system must be able to upload/download data from a centralized management system. The system administrator must be able to update the system configuration without interrupting system operations. Key components of the project are reliability, ongoing technical updates, timely service, maintenance and support. A warranty on all hardware and software must be provided. Provide details of the authorized service provider for hardware or software support.

Vendors are required to complete the compliance matrix as provided within this document. Unless specified otherwise, requirements are considered mandatory.

C-2 General Requirements

The Vendor is required to provide various hardware; software; requirements; design; testing; installation; and Maintenance documentation including Vendor-developed documentation and third-party documentation. All documentation provided under the Contract shall meet the requirements

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described below. All Vendor-developed documentation for the AVL System can be provided in the form of updated existing documentation or new documentation as appropriate.

C-2.1 Project Schedule

The Vendor shall submit a preliminary Project Schedule in its Proposal in accordance with the requirements of Appendix C, System Requirements and Deliverables. A finalized Project Schedule shall be due thirty (30) business days after Contract approval by Governor and Executive Council.

The Vendor shall update the Project Schedule as necessary, but not less than once a month to accurately reflect the status of the Project schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. Any updates to the Project Schedule shall require the prior approval of NHDOT. Unless otherwise agreed in writing by NHDOT, changes to the Project Schedule shall not relieve the Vendor from liability to NHDOT for any damages resulting from the Vendor's failure to perform its obligations under the Contract.

In the event the Vendor requires additional time to correct deficiencies, the Project Schedule shall not change unless previously agreed in writing by NHDOT. In the event of a delay in the Schedule, the Vendor must immediately notify NHDOT in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or NHDOT causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project.

C-2.2 Documentation

The Vendor is required to provide various hardware; software; requirements; design; testing; installation; and Maintenance documentation including Vendor-developed documentation and third-party documentation. All documentation provided under the Contract shall meet the requirements described below. All Vendor-developed documentation for the AVL System can be provided in the form of updated existing documentation or new documentation as appropriate.

C-2.2.1 Project Management Plan

The Vendor shall submit a preliminary Project Management Plan in its Proposal in accordance with the requirements of Appendix C, System Requirements and Deliverables. A finalized Project Management Plan shall be due thirty (30) business days after Contract award and approval by Governor and Executive Council.

The Vendor shall update the Project Management Plan as necessary, but not less than once a month to accurately reflect the status of the Project schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. Any updates to the Project Management Plan shall require the prior approval of NHDOT. Unless otherwise agreed in writing by NHDOT, changes to the Project Management Plan shall not relieve the Vendor from liability to NHDOT for any damages resulting from the Vendor's failure to perform its obligations under the Contract.

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In the event the Vendor requires additional time to correct deficiencies, the Project Schedule shall not change unless previously agreed in writing by NHDOT. In the event of a delay in the Schedule, the Vendor must immediately notify NHDOT in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or NHDOT causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project.

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

The Project Management Plan shall at a minimum include the following elements:

1. A description of the management and organization of the program, an organization chart, identification of Key Staff and their responsibilities and identification of the resources to be used in fulfilling the requirements of the Contract.
2. A description of the planning and reporting methods to be utilized, both for use within the Vendor's staff and externally to the State.
3. A description of the Vendor's Quality Assurance and Quality Control approach and program.
4. How day-to-day operations, general issues, and problems are communicated to the State.
5. How the Project Schedule and performance are reported and tracked for development activities and transition activities.
6. Document the change work order request submittal and approval process.
7. Document the invoice submission, verification, and approval process.
8. Describe the approach for testing, QC/QA and provide sample test script(s).
9. A section on communications that addresses:
 - Correspondence – Correspondence shall be identified as to originator and designated receiver.
 - Document Control – The Vendor shall manage the Project correspondence through Document Control software to which the State shall be a user and have access.
 - Submittals - All submittals shall be submitted as an enclosure to the Vendor's submittal letter. Each submittal letter shall be limited to a single subject or item. The Vendor's letter shall identify the letter itself, Contract Number, Contract Name, and Subject of the submittal.
 - Contract Number and Name - All items of correspondence, submittals, and documentation shall contain the Contract Number and the designated project name.
 - Information - No party shall be entitled to rely on any information unless it is in writing and received from the other party's Designated Representative.
 - Change Work Orders - Any change work orders from the State shall be in writing and shall be executed by one of the State's Designated Representatives and one of the Vendor's Designated Representatives. The form of change work order will be directed and Approved by the State.

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- Access to Vendor Key Staff – The State or the State’s Designated Representative who is knowledgeable in the field of work, shall have unlimited access to the Vendor’s Key Staff during the Vendor’s performance of the Contract.
10. A section that includes all Approved Project forms, see Appendix J: Forms.
11. As part of this project management plan, vendor shall also provide agendas and meeting minutes
- Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State.
 - The Vendor’s Project Manager shall assist the State’s Project Manager to produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.
 - The Vendor shall produce Project status reports, which shall contain, at a minimum, the following:
 - Project status as it relates to the Work Plan;
 - Deliverables status;
 - Accomplishments during the weeks being reported;
 - Planned activities for the upcoming two (2) week period;
 - Future activities;
 - Issues and concerns requiring resolution; and
 - Report and remedies in case of falling behind Schedule.

C-2.2.2 Maintenance and Operations Plan

The Vendor shall submit a Maintenance and Operations Plan describing how the Vendor plans to perform the Maintenance of the AVL System. It shall include a description of the management and organization of the program; an organization chart; identification of key personnel and their responsibilities; identification of staffing; and identification of the resources, equipment and facilities to be used in fulfilling the Maintenance and Software Support Services. It shall also include staffing; coverage; training; scheduling; communications; notification; escalation; and reporting procedures to be utilized by the Vendor while performing the Maintenance and Software Support Services.

System Maintenance will be paid for as a contract pay item, and will be a reoccurring annual cost to be paid each month. The Vendor shall include provisions for an annual meeting (conference call) in October to review system updates, including any needed added vehicles. The critical time frame for the winter system operation as defined by NHDOT is from October to April, any system maintenance shall take place in non-critical time periods. The vendor shall provide an option for NHDOT to implement a GPS option for the tracking of their equipment during the summer months.

C-2.2.3 Mean Time Between Failure (MTBF)

The AVL System shall be required to meet specific minimum duration requirements for components and subsystems in continuous operation. This time requirement is defined as the Mean Time Between

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Failure (MTBF). The vendor shall provide all third-party MTBF on individual components to be used in the System.

The reliability of the System components shall be calculated based on the following MTBF calculation:

$$\text{MTBF} = \frac{\# \text{ Units X Test Period (hours)}}{\# \text{ Chargeable Failures}}$$

C-2.2.4 Test Plans

The Vendor shall submit the appropriate test procedures and scenarios for each test identified in Section G to NHDOT for Approval. Test procedures shall detail the step by step process for validating each requirements of the Contract. The vendor shall submit their test plan for each test at least forty-five (45) business days prior to the test for NHDOT review, Vendor updates based on NHDOT review and final approval by NHDOT. NHDOT review time is fifteen (15) business days.

C-2.3 Deliverable Payment Schedule

The Vendor will be compensated for work satisfactorily performed under the Contract, based on the Payment Schedule detailed below:

Item	Percent Payment	Cumulative Gross Payment
Notice to Proceed/Bond	5%	5%
Baseline Project Schedule Approved	5%	10%
Draft System Compliance Matrix Approved	10%	20%
Preliminary Design Review Meeting	8%	28%
Approved System Requirements Document (SRD)	5%	33%
System Compliance Matrix Approved	2%	35%
Approved Maintenance and Operations Plan	7%	42%
Training Materials Provided and Training Completed	8%	50%
Initial Acceptance Test Approved	20%	70%
Commissioning Test Approved	15%	85%
Operational Test Approved	10%	95%
Final Acceptance	5%	100%

C-2.3.1 System Requirement Document

The Vendor shall submit a System Requirement Document (SRD) describing the design specifications of all hardware and software provided as part of the AVL System to meet the Approved Requirements of the Contract. Hardware Design shall describe all hardware specifications, third-party software, configuration, and testing. Software Design shall be described to the process and module level for all of the functions detailed in the System Requirements. The SRD shall be submitted in draft form, after which the design reviews shall take place. Upon completion of the design reviews, the SRD shall be revised and submitted to NHDOT for review and Approval.

The SRD shall include, but not be limited to:

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- The specification sheets for all equipment, wiring diagrams;
- The specification of any requirements on end-user equipment such as desktops, and mobile devices;
- The requirements for all peripheral device interfaces and control;
- Standards, and conventions used;
- All operational rules;

The SRD shall demonstrate that the Vendor understands the functional and operational requirements of the AVL System and has the processes and policies in place to provide a high quality and reliable product meeting the requirements of the Contract.

The Vendor shall conduct a Preliminary Design Review Meeting. The review meeting shall provide an opportunity for NHDOT to walk through the system design to ensure the final system will meet all requirements. The Preliminary Design review Meeting shall be scheduled approximately fifteen (15) days after submittal of the Draft SRD to NHDOT for review and Approval.

After the Approval of the Final Acceptance Test, the Vendor shall submit the As-Built SRD including all changes made during the software development, installation, and testing phase.

C-2.3.2 System Compliance Matrix

The AVL System Compliance Matrix shall be developed using Appendices C and G as a baseline to provide the overall contract compliance matrix for the Vendor's system design. The Vendor will need to expand these appendices to define the requirements as needed.

C-2.3.3 Training, Training Material and User's Manual

Various manuals shall be provided as described below to allow the NHDOT to operate the AVL System. New manuals provided for the AVL System that are not standard commercial catalogs or manuals shall meet the requirements set forth in this section. Draft copies of all manuals shall be submitted at the seventy-five percent (75%) level or higher and shall be submitted to the NHDOT for review and comment. The Vendor shall also submit ninety-five percent (95%) and final manuals. The NHDOT reserves the right to require additional interim drafts at no additional cost should the draft manuals not be of adequate quality, or not incorporate the NHDOT's review comments or have missing or incorrect information. Whenever possible, all data shall be printed on 8-1/2 x 11 inch sheets (double sided), and foldouts shall be 11 x 17 inches.

Each manual shall contain a title sheet, table of contents, list of illustrations (if applicable), list of reference drawings and Exhibits (if applicable) and a parts list (if applicable). All manuals with over fifty (50) pages shall have an index.

All manuals prepared for the NHDOT under the AVL System shall be produced, or editable using Microsoft Office (latest NHDOT version). In addition soft copies of manuals may be provided in unsecured Portable Document Format (.pdf) if requested by the NHDOT. Any special software required

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to produce scalable typefaces or other graphs shall be provided by the Vendor as part of the documentation for the manuals. Once documents and manuals are approved by NHDOT, the Vendor shall maintain an on-line library and all changes and updates to these documents and manuals shall be tracked and under configuration management.

Hard Copies of manuals shall be provided to the NHDOT in the quantities listed in the table below. The Vendor shall also submit three (3) CD-ROM or DVD-ROM diskettes containing soft copies of all of the manuals listed below. Each CD-ROM or DVD-ROM shall be clearly labeled and contain an indexed booklet listing the contents of the disk. The Vendor shall produce an additional quantity of the manuals for the Vendor's use sufficient to fulfill the Vendor's requirements under this document.

The Vendor shall submit the draft and final manuals described below in accordance with the Approved Project Implementation Schedule.

Required Manual Quantities:

Manual Name	Quantity
AVL User's Manual	10
AVL Reports Manual	10

Note: Manuals can be combined into one manual

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C-2.4 Summary of Deliverable Deadlines

To assist the Vendor, a number of interim deliverables are presented in the table below. In case of differences between the texts in this document, the table shall govern.

These are estimated due dates and can be adjusted within the approved baseline project schedule. When developing the baseline schedule, the Vendor shall include NHDOT’s review time and the Vendor’s resubmittals for review and approval.

Deliverable	Estimated Due Date
Notice To Proceed/Bonding	NTP
Baseline Project Schedule Submitted	30 Days from NTP
Draft System Compliance Matrix	45 Days from NTP
Draft System Requirements Document (SRD)	60 Days from NTP
Preliminary Design Review Meeting	15 Days from NTP
System Compliance Matrix Approved	90 Days from NTP
Training Materials and Manuals Approved	110 Days from NTP
Training Complete	130 Days from NTP
Maintenance & Operations Plan	145 Days from NTP
Initial Acceptance Test Approved	150 Days from NTP
Final System Requirements Document (SRD)	175 Days from NTP
Commissioning Test Approved	175 Days from NTP
Operational Testing	After two winter weather events.

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NOTES:

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

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

“Existing” denotes a current feature of the Vendor’s proposed Solution that does not require further development.

“Modify” denotes a current feature of the Vendor’s proposed Solution that will require modification for final design compliance.

“Develop” denotes a feature that will be developed new as part of this Project

Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
C-1 Project Overview								
C-2 General Requirements								
C-2.1	Project Schedule							
C-2.2	Documentation							
C-2.2.1	Project Management Plan							
C-2.2.2	Maintenance and Operations Plan							
C-2.2.3	Mean Time Between Failures (MTBF)							
C-2.2.4	Master Test Plan							
C-2.3	Deliverable Payment Schedule							
C-2.3.1	System Requirement Document							
C-2.3.2	System Compliance Matrix							
C-2.3.3	Training Material and User’s Manual							
C-2.4	Summary of Deliverable Deadlines							
C-3 Computing Requirements								
C-3.1 Security Requirements								
C-3.1.1	AVL System Access – AVL System Access shall be provided via Vendor installed and/or through a browser, preference is for a browser version, this will be reflected in the scoring. The browser version must adhere to the current State of NH standard at the time of implementation, which is currently Internet Explorer 8/9/10. The State of NH does not support							

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		Y	N	E	E	M	D	
	Flash or Java. The desktop version must be compatible with the current State of NH standard operating system, which is Windows 7 64-bit. AVL shall also be accessible via a mobile device (Phone or Tablet), describe any limitations to functionality on a mobile device if supported.							
C-3.1.2	Secure Authentication – See DoIT Requirements for Hosting-Cloud Requirements in Appendix K.							
C-3.1.3	Authorized users – See DoIT Requirements in Appendix L.							
C-4 Data Requirements								
C-4.1 GUI								
C-4.1.1	User settings – User preferences and settings, including preferred time zone for data display, shall be stored on a central System server so these settings and preferences follow the user from one computer to the next.							
C-4.1.2	Display units – Display units shall be standard measurements (i.e., °F, mph, inches, inches/hour, etc.).							
C-4.1.3	User types – shall support both ‘Normal’ and ‘View-Only’ users. Normal users shall be authorized to use all GUI functions. View-Only users shall have unlimited visualization access but shall be restricted from submitting reports that could impact State data.							
C-5 GIS Capabilities								
C-5.1.1	Map view – The GUI shall provide an integrated GIS-based “Map View” display for presentation of geospatial weather, road and maintenance information.							

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		Y	N	E	E	M	D	
C-5.1.2	Map extents – geographic extents of Map View shall include the area serviced by the State with a buffer region of State-specified extent on all sides.							
C-5.1.3	Map capabilities – Select, Zoom In, Zoom Out, Pan. Provide On/off switches for City, County, State, State Highway, U.S. Highway, Interstate Highway, Lake/River as well as In-Vehicle Automatic Vehicle Location System (AVL)							
C-5.1.4	Alerting Capabilities – The Applications shall permit users to sign up for personalized alerting services, for user-specific locations and times, to include: <ul style="list-style-type: none"> • The Applications shall be capable of receiving push notifications, distributed via standard protocols provided by Google and Apple. • The receipt of alerts shall trigger the display of an icon in the device’s notification bar. • The user shall be able to select this icon to retrieve more information regarding the details of the alert. • The user shall also be able to access a brief history of alerts received on the device through a menu within the Applications. • Alerts will be raised in the event of: <ul style="list-style-type: none"> ○ In vehicle hardware failure ○ Sensor or sensor communication failure 							
C-6 Performance Requirements								
C-6.1	The Vendor shall provide an AVL System that is designed to meet the accuracy, performance and throughput requirements set forth in this document. The testing logistics required to prove adherence to							

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		Y	N	E	E	M	D	
	these requirements is detailed in the Test Plan and the test procedures set forth in Section G.							
C-6.2	Vehicle location Accuracy – The AVL system shall detect and report all vehicles registered in the system with an accuracy of 99.99% under all conditions described in this document. Testing shall require the use of vehicle data collected during live operations.							
C-6.2.1	Mean Time Between Failure (MTBF)							
C-6.2.2	Maintenance Performance Requirements							
C-6.2.3	The software as a service solution must have an up time of minimum 99.9%.							
C-6.2.4	System uptime outside of designated maintenance window hours must be within 99.5%.							
C-7 Specifications								
C-7.1 General Project Requirements								
C-7.1.1	Vendor shall provide a complete GPS/AVL solution to monitor our vehicles and their equipment.							
C-7.1.1.1	Basic -- A subset of the NHDOT vehicles will require tracking capability but not sensor inputs							
C-7.1.1.2	Advanced -- A more advanced device including capabilities defined in requirements in following sections.							
C-7.1.2	Vendor shall assign a project manager for vendor managed activities who will have the ability to coordinate and approve the project requirements on its behalf.							
C-7.1.3	Vendor shall provide its own skilled labor, tools and equipment for any installations of the new AVL/GPS and telematics system equipment offered in this							

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		Y	N	E	E	M	D	
	proposal. A location for installations may be provided by NHDOT.							
C-7.1.4	Vendor shall provide timely review (within 2 weeks), comment and approval of any change requisition documents.							
C-7.1.5	Vendor will participate in all scheduled project activities, attend scheduled meetings and promptly respond to new meeting requests, requests for information, technical support or other necessary communication activities.							
C-7.1.6	The system shall support vehicle identification of up to a minimum of eight alphanumeric characters and be expandable to add additional fleet units and components to serve NHDOT's needs for contract term.							
C-7.1.7	The solution offered shall have the ability to organize vehicles, employees and users in a multi-tier organization. The solution must include the ability to report performance metrics rolled-up at different hierarchical levels and the ability to drill-down and across the hierarchy to investigate trends and anomalies.							
C-7.1.8	The system must be capable of showing, in real time, the spreader control data as well as generate suitable reports based on available spreaders. This data shall include such things as set/actual rates, total material dispensed as well as trip and seasonal totals.							
C-7.1.9	The system offered shall be a cloud web-based solution for remote configuration, management and update series for the maintenance of GPS telematics.							

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		Y	N	E	E	M	D	
C-7.1.10	Information data stored by the system shall be accessible on-line from user workstations for a period of two years and maintained in a data warehouse for an additional two years for access on request by the NHDOT. The maximum latency period between the most recently collected data and the time that it is entered into the data warehousing system shall be no more than 30 seconds and no more than the normal latency afforded by the network being used.							
C-7.1.11	Software and equipment shall be designed to prevent unauthorized access, and to facilitate only authorized access.							
C-7.1.12	The system shall be able to interface to on-board discrete sensor inputs and 3rd party data logging systems (i.e. spreader controller consoles) simultaneously.							
C-7.1.13	The system shall be able to interface to existing salt spreader control systems including Compu-Spread 440 and 550.							
C-7.1.14	The overall system shall be capable of tracking, storing for at least 30 days, and reporting the movements and actions of a fleet of various vehicle types in real-time. Collection of data shall include all GPS and telematics data being collected by the AVL unit.							
C-7.1.15	Data transmission rates shall be configurable. Some fleets will require real-time reporting (every 5 seconds, 10 seconds, 30 seconds, 1 minute) while others will require less frequent updates (3 minutes, 5 minutes). System should have the ability to report on event changes and distance or a combination thereof.							

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		Y	N	E	E	M	D	
C-7.1.16	Time to first fix shall be 35 seconds for a cold start and warm start and 1 second for a hot start for reacquisition after losing signal							
C-7.1.17	The system must be accessible and compatible with the NHDOT browser environment, currently Internet Explorer, Firefox, and mobile devices including Apple and Android.							
C-7.1.18	The system must be software-as-a-service platform to allow for future enhancements to be deployed and configured into the system with ease. Must allow for this continuous expansion and scalability.							
C-7.1.19	The system must be scalable to allow for the addition of partial or full NHDOT fleet and allow for the management of the full fleet in a single view of the software.							
C-7.1.20	Solution vendor must provide unlimited, perpetual, and royalty-free rights to access all data within the proposed system.							
C-7.2 Tracking Hardware								
C-7.2.1	Hardware must be non-proprietary hardware that can be implemented on multiple AVL systems with published or vendor available communication protocols.							
C-7.2.2	All cellular hardware shall be certified by the PTCRB to ensure the device is approved to operate on the selected wireless carrier's network.							
C-7.2.3	Hardware shall have a 3-axis accelerometer to detect and indicate harsh acceleration and braking events in real time.							
C-7.2.4	Hardware shall pass minimum shock and vibration							

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		Y	N	E	E	M	D	
	testing with MIL-STD-810F certification.							
C-7.2.5	Hardware shall have onboard non-volatile permanent memory capable of storing a minimum of 30 days worth of data.							
C-7.2.6	Hardware must be able to report real-time events such as ignition on/off, I/O state changes, harsh events, excess RPM and speed, etc. Hardware must also be able to report every 15 seconds while moving or stopped and every 15 degree change in GPS heading.							
C-7.2.7	2-D non-differential position accuracy of the GPS receiver must be 2.5 meter or better with 95% confidence (subject to accuracy degradation of Selective Availability). The GPS receiver must be capable of capturing raw observables for differential post processing to achieve 2-D accuracy of 2.5 meter or better with 95% confidence.							
C-7.2.8	In situations where communication is lost or interrupted, the collected data shall be stored and transmitted immediately once communication has been re-established by entering an area with cell coverage.							
C-7.2.9	Hardware must be able to operate effectively in vehicles having operating temperatures from -30°C to +70°C with humidity of 95%.							
C-7.2.10	Hardware's standard output must include status of vehicle, UTC time (coordinated universal time), northing & easting, elevation, ellipsoidal height, ground speed, and heading.							
C-7.2.11	A windshield mountable GPS and communications							

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		Y	N	E	E	M	D	
	antenna is preferred; magnetic/roof-mounted antennas must be approved. All antennas and cables must be suitable and provided for simple and permanent vehicle mounting without affecting other vehicle components or operating systems.							
C-7.2.12	Hardware must: <ul style="list-style-type: none"> • Be powered by the vehicle’s electrical system (which will start collecting data at power up) • Be designed to withstand typical power surges that may occur within a vehicle’s electrical system • Operate on 6 to 36 volts with no voltage regulator or converter added to the power line 							
C-7.2.13	The AVL/GPS system must be designed to accept Compu-Spread error messaging and send alerts of these messages via SMS or e-mail. All tampered units shall alert as being offline. The solution shall support real-time status updates (e.g. moving, parked, turn-based, etc.) and harsh maneuver events.							
C-7.2.14	Hardware must be remotely reconfigurable (meaning wirelessly from one central location) for: <ul style="list-style-type: none"> • Distance and/or timed reporting intervals • Destinations for data communications • Event reporting conditions for things such as ignition on/off, I/O state changes, harsh events, and speed, etc. • Sensor status changes and expansion of devices 							
C-7.2.15	The AVL/GPS system shall provide “all in one” real time GPS data exchange, vehicle tracking and communications system with multi-switching input/output capabilities, in order to provide the							

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		Y	N	E	E	M	D	
	following real-time as well as recorded historical information for: <ul style="list-style-type: none"> • Vehicle number • Vehicle speed, direction and location (GPS technology) • Engine on/off (start time/finish time) • Idling versus running time comparisons • Time/distance by each monitored sensor (activity) • Road/Air temperature sensor data • Snow Plow attachments up/down • Spreader units on/off • Material being applied 							
C-7.2.16	AVL Control Unit (with on-board systems integration functionality): Hardware must have at a minimum one (1) Ethernet ports, two (2) USB ports, two (2) serial ports one port being a standard DB-9 and an option 3 Pin Serial port if required, six (6) input connection points, and four (4) output connection points.							
C-7.2.17	Firmware shall be remotely upgradeable via wireless interface from a central location requiring no intervention from the NHDOT other than having the AVL unit turned on.							
C-7.2.18	Shall be able to operate on CDMA/1XRTT, EVDO and GSM/GPRS, HSDPA/3G cell networks.							
C-7.2.19	GPS and telematic data shall be stored on-board the AVL control unit when cellular signal is weak or lost and sent when the cellular connection is regained.							
C-7.2.20	The Vendor must provide a parts list for each piece of equipment supplied.							

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		Y	N	E	E	M	D	
C-7.2.21	The parts list shall identify the manufacturer(s), model/part number, address and contact information.							
C-7.2.22	The solution and AVL equipment must be compatible with the Fleet Vehicle types listed in C-8.							
C-7.2.23	All units to be supplier's current model, new unused, available at request for proposal call and supplied with all standard equipment plus all equipment specified herein.							
C-7.3 Live Data Requirements								
C-7.3.1	The software system must be capable of showing vehicles in motion leaving tracks or "breadcrumbs" as it travels with arrow indicators for direction and showing all operations (GPS & Telematic data) as they occur. Users shall be able to view the above mentioned data for their entire fleet or select a specific vehicle(s) for a login session using a Filter Tool.							
C-7.3.2	The system must have the ability to indicate when the vehicle is not in motion for a configurable length of time.							
C-7.3.3	System shall have real time exception reporting capabilities to immediately send exception parameters (such as speeding, idle, spreader feedback error, etc.) when triggered to an email, cell phone, and pagers.							
C-7.3.4	The system must allow searches for assets or tables by identification code, identification number, asset type, name and one or more of any combination fields used to identify vehicles, work orders and equipment.							
C-7.3.5	The system must provide the ability to locate vehicle(s) based on street address, intersection and points of interest (landmarks).							

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		Y	N	E	E	M	D	
C-7.3.6	Must be compatible with Microsoft Internet Explorer (Corporate Standard) web browser and capable of supporting mobile browsers and devices such as Internet Explorer, Chrome (Android) and Safari (Apple iOS).							
C-7.3.7	Users must be able to launch multiple browsers to display various versions or views of maps simultaneously.							
C-7.4 Telematics Requirements								
C-7.4.1	Each data packet (report) from the AVL unit shall at a minimum contain all GPS data and telematic data captured from the vehicle.							
C-7.4.2	The equipment must be able to send the collected data automatically to a data warehouse system hosted by the Successful bidder.							
C-7.4.3	Where multiple equipment and/or wireless data networks are available, the vendor shall choose the equipment and/or network that will supply the highest reporting interval between transmissions sent from the on-board equipment to the database system at equal costs to the NHDOT							
C-7.4.4	Additional discrete sensor integrations shall include, but not be limited to: <ul style="list-style-type: none"> • Plow Up/Down • Spreader On/Off • Gate opening height 							
C-7.4.5	In addition to the list of existing salt spreader control systems listed in item (CS 440/550, Schmidt-Stratos), the system shall also be able to integrate to other salt spread control systems such as:							

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		Y	N	E	E	M	D	
	<ul style="list-style-type: none"> • Component Tech (GL-400, ACS) • Accucast • ACE • Dickey John • Cirus • Force America <p>For all salt spreader controllers, the data should be collected, stored and reported whenever a change to any of the following fields occurs: solid material type (e.g. salt/sand), solid material spread rate, solid material spread width, gate setting, blast on/off, pause on/off, liquid material spread rate, temperature, pre-wet on/off, and error status – depending on the availability for the particular spreader controller.</p>							
C-7.5 Vehicle Data Requirements								
C-7.5.1	<p>The information from the equipment to the database shall include the following real time as well as recorded historical information,</p> <ul style="list-style-type: none"> • Vehicle speed, direction and location, • Engine on or off, • Engine idling vs. running time comparisons, • Time and distance by each monitored sensor, • Stop time data. 							
C-7.5.2	<p>The salt spreader information shall include: Material being used, Dry material application rate, Wet material application rate, the equivalent of a pause status (if available), event type (over speed, exceptions), error event status (if available). The</p>							

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		Y	N	E	E	M	D	
	system will provide real time spread rates and other information based on information received from the vehicle's spreader control system. The unit shall interface to sensors on the spreader units to determine the status of material spreading.							
C-7.5.3	Vendor must be able to provide data from all salt spreader controllers into one report. Users shall be able to select all, multiple, or individual vehicles and date(s) and timeframe for each report. Report shall output at a minimum vehicle ID, date/time, vehicle spreading time/distance, deadheading time/distance, vehicle total travel time/distance, dry material usage, liquid material usage, avg. application rate.							
C-7.5.4	The vendor shall provide, install and maintain sensors (i.e. Plow up/down) in good working order to monitor the status.							
C-7.5.5	The AVL unit must be able to communicate with equipment sensors installed on the vehicle to report their present status and changes to their status in real-time. The sensors, such as proximity switches, infrared, magnetic read switches, micro limit switches or equivalent must be able to communicate their status to the equipment with necessary cabling connected to onboard equipment when required.							
C-7.6 Mapping Requirements								
C-7.6.1	The mapping display shall be Open GIS based and be able to integrate with any static internal GIS databases, external dynamic GIS databases, or third party GIS data sources.							
C-7.6.2	The system must be able to incorporate the NHDOT's							

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	GIS data as the mapping interface as well as to be the primary source for geospatial reporting tools.							
C-7.6.3	State (if any) the specific requirements and/or modifications to the NHDOT GIS data that needs to be done for the implementation. This can include, but is not limited to: <ul style="list-style-type: none"> • Map layers needed for display (e.g. roads, parks, watercourses); • Additional required fields in the GIS attribute table (e.g. route number); and • Special requests (e.g. line segmentation). 							
C-7.6.4	User shall be able to toggle back and forth between mapping interface and other features without having to close screens.							
C-7.6.5	The system must have the capability to create, edit, and delete Landmarks/geofences and be displayed on the map. In addition the Landmarks shall be identified in the reports.							
C-7.6.6	The system must present the option to view Google Maps, NHDOT provided maps, and third party published mapping (such as weather radar). The system must allow the user to toggle between each of these maps without closing any other functionality in the system.							
C-7.7 Online Software								
C-7.7.1	Unlimited number of user accounts and contacts (i.e. no "seat license").							
C-7.7.2	Daily data backups.							
C-7.7.3	Must use SSL (Secure Socket Layer) internet security.							

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C-7.7.4	Not limited to a specific browser or version (Google Chrome, Internet Explorer, Safari, Firefox, etc.).							
C-7.7.5	Must give end user full administration right for: <ul style="list-style-type: none"> • Adding/editing user accounts and asset contacts • Easily managing account privileges and profiles across all user groups • Input/output configuration and labeling • Hardware setup and management for AVL • Complete asset management including renaming, hardware and contact assignments. 							
C-7.7.6	Data must be stored on servers within the country of tracking. No data may be stored on servers outside of the country.							
C-7.7.7	Ability to create and manage public and private geofences.							
C-7.7.8	Data access anytime and XML data feeds.							
C-7.7.9	Support multilevel passwords and password validation enforcement (example, must contain characters and letters).							
C-7.7.10	Capability of monitoring must be up to 100 vehicles and serving 40 concurrent users without significant performance degradation.							
C-7.7.11	End-user system access 24/7 (24 hours 7 days a week) via any web browser connected to the Internet							
C-7.7.12	Graphics software which will display tracings of the vehicle movements in real-time on a computerized road map; this map shall accurately represent the department's base map and any other significant geographical features; the map shall include highway							

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	identifiers including other linking roads. Vehicle icons will rotate to display proper movements and direction of travel.							
C-7.7.13	Administration control at the customer level for usernames, passwords, user groups, logins and icons.							
C-7.7.14	Data storage, backup and archiving on a regular interval to ensure all available data can be retrieved, re-used and audited as needed; the storage and backup functions shall be provided by the service provider or its designate; the department shall receive archived copies of the database files on a medium and time interval agreeable to the department.							
C-7.7.15	Users shall be able to view the position of their fleet vehicles at any point of time via a standard web-browser (e.g. Microsoft Internet Explorer) or other standard method on their device (i.e. PC, Laptop, tablet). The primary displays should be a map view of vehicles in service. The screen should indicate the status of vehicle on last report.							
C-7.7.16	The mapped display will utilize point and click features and be such that vehicle positions and status automatically update on screen without any input from the end-user.							
C-7.7.17	Real time map view: Vehicle location mapping functions shall include: <ul style="list-style-type: none"> • Zoom in and out • Pan • Center • Auto-centering • Street-level detail 							

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	<ul style="list-style-type: none"> Both map and satellite views 							
C-7.7.18	Users will be able to launch multiple browsers to display various versions or views of maps simultaneously. User should be able to toggle back and forth between mapping interface and other features without having to close screens.							
C-7.7.19	Users will be able to search map by street, intersection, address and places of interest. The solution shall provide landmark reporting by vehicle and landmark.							
C-7.7.20	The user shall have the ability to define unlimited unique polygon geographical jurisdiction landmarks. The solution must be capable of differentiating between driving through a landmark and stopping inside a landmark.							
C-7.7.21	Historical data shall be accessible for playback on a map screen and download.							
C-7.7.22	The user interface will only present those vehicles about which the user has authorization to know the location and status information. Multiple authorized end-users should be able to access the information simultaneously from multiple locations.							
C-7.7.23	Each vehicle on the map shall have a unique identifier. Only the system administrator (or account with designated permissions) may change this unique identifier.							
C-7.7.24	The functionality available on the user interface should be customizable. Privileges shall be based on assigned username and password.							
C-7.7.25	The mapping display will be Google Maps API (or							

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	equivalent) mapping format. There shall be no CD's or software to load for this access.							
C-7.7.26	The system must support multiple authorizations simultaneously from multiple locations.							
C-7.7.27	User privileges shall be based on assigned username and password. System shall allow modification of the number of vehicles to be monitored, sensors to be monitored and monitor characteristics. User access levels shall be configurable for type of user (i.e. administrator, management, customer service/dispatch).							
C-7.7.28	Users shall be able to view the position of their fleet vehicles at any point of time via a standard web browser desktop computer. The primary display shall be a map view of fleet vehicles and indicate the status of vehicles on when it last reported.							
C-7.7.29	The System shall have the capability to enter an address or select a landmark to display at a minimum the 5 closest vehicles to that location including vehicle ID & distance to the specified location.							
C-7.7.30	The map display shall be such that vehicle position and status automatically update on screen without any input from the end-user, additionally, end-users shall be able to view the status of monitored on-board vehicle equipment with each fix or report.							
C-7.7.31	The system must have an easy 'intuitive' navigation sequence (i.e. navigator bar and/or tabs for easy access to various functional screens). Tools shall include but not be limited to: <ul style="list-style-type: none"> Map navigational tools (zoom in/out, center, pan, 							

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	etc.); <ul style="list-style-type: none"> • Breadcrumbs; • Filter Tool; • Historical Data; and • Reports • Geo-fence • Hover over vehicle and display information 							
C-7.7.32	User interface shall utilize point and click features as much as possible to increase ease of use and limit input user error							
C-7.7.33	User shall have options to select from different map views of the map in order to accommodate varying business requirements, desktop equipment performance and Internet connectivity							
C-7.7.34	Upon vehicle ignition, the vehicle will automatically report to the system. No operator interface will be necessary to begin transmitting position and sensor data. All information on vehicle status shall be stored and accessible on through an online database							
C-7.8	Installation, Training and User Support Requirements							
C-7.8.1	Software user's guides must be accessible through the secured AVL Software for step by step training sessions.							
C-7.8.2	A hard copy of the user's guide must be provided at the award of the contract.							
C-7.8.3	An on-site contact person to oversee installs, training sessions, and a contact for any issues and or concerns. This person must be locally established and residing in the main install areas and shall remain with the test							

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	and installation period.							
C-7.8.4	Modules and assemblies shall be connected using standardized durable, positive-locking, quick connectors. Weatherproof connectors shall be supplied for all connections exposed to the exterior or wet exposed areas.							
C-7.8.5	It shall be the responsibility of the vendor to properly locate and install all AVL system (software and hardware) vehicle equipment that forms a complete and fully working and compliant system. All equipment shall be installed in a manner that allows for simple replacement in the event of failure. All installations shall be done by trained technicians fully qualified to install and test the components offered in compliance with NHDOT standards and practices							
C-7.8.6	Equipment shall allow for easy installation in vehicles without major disassembly of the vehicle. The modem will be installed in mutually an agreeable location in the passenger compartment.							
C-7.8.7	Must come with a ruggedized bracket for easy mounting and un-mounting of modem from the vehicle for the purpose of servicing or repair.							
C-7.8.8	Must be mounted in vehicle inside a protective case which can easily display led light indications off the modem to ensure proper functionality.							
C-7.8.9	Secure mounting of the unit inside the vehicle's cab is required with an environmental tamper-proof casing system.							
C-7.8.10	In-vehicle system components shall be similar in mounting characteristics and inter-unit cabling across							

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	the entire fleet, so that a specific piece of equipment will be installed with minimal modification in any of the vehicles for which it might be used.							
C-7.8.11	All devices shall contain an easily accessible circuit breaker that will remove power from the equipment when tripped.							
C-7.8.12	All electrical equipment shall be grounded.							
C-7.8.13	Wire splices are not permitted.							
C-7.8.14	Where wires pass through openings, appropriate protection shall be provided to protect the integrity of the wiring insulation.							
C-7.8.15	All terminations and cables shall be clearly indexed, labeled and schematically identifiable.							
C-7.8.16	When components are connected to each other through individual wires, the wiring shall be incorporated into a wiring "harness," where each branch of each circuit shall be separated from others for troubleshooting.							
C-7.8.17	Protection shall be provided against two way radio frequency and electromagnetic interference (RFI/EMI) emission sources, as well as internal conductive or inductive emissions.							
C-7.8.18	Where electronic equipment is not already equipped, the vendor shall be responsible for securing Underwriters Laboratories, and other electrical certifications, and shall be responsible for any costs associated with the certification process and/or inspections.							
C-7.8.19	Operation of equipment shall not affect or be affected by vehicle components, such as engine ignition, or							

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	other on-board equipment including computers, vehicle power supplies, radios, automatic vehicle identification systems, and on-board data collection and processing equipment.							
C-7.8.20	Operation of equipment shall not be affected by the electromagnetic fields generated by utility transmission lines, by an overhead catenary at distances as close as eight meters, or by local power distribution lines at distances as close as 15 meters.							
C-7.8.21	All training on system functionality, training manuals, and installation of all hardware shall be available from the Vendor and shall be included in the proposal.							
C-7.8.22	Training programs must be available with on-site and remote (webinar) sessions. Training sessions shall accommodate up to 15 people per session. Training materials shall be given as hard copy and available electronically.							
C-7.8.23	The vendor must have a web portal where all training manuals, videos, and information on product is maintained in an easy, self-serve manner for end users.							
C-7.9 Vendor Support and Warranties								
C-7.9.1	The vendor shall warrant the supplied equipment, components and software from manufacturing and installation defects for 1 year. The vendor must provide make a program available whereby the monthly fee covers the warranty of the AVL unit, replacement AVL units, and guarantees protection against any hardware technology obsolescence preventing the AVL unit to operate within the contract							

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	term, i.e. 4 years.							
C-7.9.2	All warranties and guarantees of vendors, manufacturers and suppliers with respect to any such work and system hardware shall be obtained by the vendor for the benefit of the NHDOT regardless of whether or not such warranties and guarantees have been assigned or transferred to the NHDOT by separate agreement. The vendor shall fully enforce such warranties and guarantees on behalf of NHDOT.							
C-7.9.3	Provide program options, costs and system details to deactivate and activate data reporting features for seasonal equipment.							
C-7.9.4	Any vendor and mapping updates shall be provided at no additional costs to the NHDOT for 4 year period. Required software or hardware updates shall be coordinated with the NHDOT to ensure minimal loss of service of the system.							
C-7.9.5	Vendor shall detail the process on changes to system equipment and programs the NHDOT is required to use to add/delete/change system components. The vendor will provide a single point of contact for requesting changes and updates to the system provided.							
C-7.9.6	AVL units must be covered by warranty for a minimum of one (1) year from the date of installation, during which period maintenance and support shall be provided. Optional extended warranties must be available.							
C-7.9.7	The Successful Bidder must have the necessary support organization to provide remote diagnostic							

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		Y	N	E	E	M	D	
	support and dispatch field services personnel to assist the NHDOT and on-site maintenance and technical support.							
C-7.9.8	Service provided must be capable of providing on-site resources to oversee on-site equipment installations, training sessions and support for any reported issues.							
C-7.9.9	Vendor shall detail the process on changes to system equipment and programs the Municipality is required to use to add/delete/change system components. The vendor will provide a single point of contact for requesting changes and updates to the system provided.							
C-7.9.10	The solution vendor must offer a full ongoing maintenance plan and provide the costs for full-service technical support. This technical support shall include, but not be limited to: <ul style="list-style-type: none"> • Toll-free telephone support during all normal business hours. • On-site technical support when required • Product upgrades, new releases, patches, etc. when issued by the vendor. 							
C-7.9.11	New releases and upgrades to the software shall be provided free of charge for a period of one-year from the date of system acceptance. The Vendor must provide a quotation for software upgrade costs for the four (4) years following expiration of the initial one-year period.							
C-7.10 Wireless Carrier								
C-7.10.1	Wireless carrier for data transmission shall be currently approved State wireless vendor.							

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C-7.10.2	Wireless carrier must provide disaster recovery plans.							
C-7.10.3	Provide 4G/LTE data availability maps demonstrating coverage throughout the state of New Hampshire.							
C-7.10.4	Provide data service rate plan information for various MB/GB data packages.							
C-7.11 Reporting Requirements								
C-7.11.1	AVL data shall be accessible on-line for a period of up to 2 years. Data beyond the 2 year period shall be reinstated online and available to the users upon request by the NHDOT. Data shall be archived indefinitely.							
C-7.11.2	The system shall provide easy to use reporting tools to provide outputs of all telematics data. Reports should have the option of exporting to Excel, CSV, PDF, HTML, XML and other formats.							
C-7.11.3	The system shall be able to generate summary reports based on data supplied and user's input.							
C-7.11.4	Reports should be based on a single or group of vehicles, all vehicles and/or by driver.							
C-7.11.5	The system shall include a playback feature allowing users to review historical data for selected vehicle(s), date(s) and timeframe. This data shall be output in a spatial-map based and/or tabular report. When reviewing the data graphically, there must be a playback feature allowing the user to plot vehicle history on the map.							
C-7.11.6	Playback history shall include the ability to leave tracks or "breadcrumbs" depicting progress and direction along a roadway. This function shall enable the user to view data that has been collected from the vehicle							

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	(GPS and telematic data).							
C-7.11.7	Users shall be able to generate 10 standard reports summarizing vehicle activity by selecting the vehicle(s), date, and timeframe. Information shall include but not be limited to: <ul style="list-style-type: none"> • Start/Stop times • Idle times • Distance Traveled (miles) • Hours Traveled • Number of Stops • Material Use 							
C-7.11.8	In addition to standard reports, the system must be capable of generating exception reports for parameters such as <ul style="list-style-type: none"> • Speed • Idle time • Zones 							
C-7.11.9	Route Complete Reporting must be available within the system. This reporting shall provide outputs, both spatial and tabular, to indicate what percentage of roads within a route have been serviced. In addition, there must be parameters available to configure the number of passes and vehicles associated with each pass to consider any route complete. This report must have the capability to be output against any date and time parameter, which is defined by the user.							
C-7.11.10	Provide hourly, daily, weekly, monthly, quarterly and annual reports on the running total of the amount of salt that has been spread in any geographical area season-to-date or between any given timeframe.							

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		Y	N	E	E	M	D	
C-7.11.11	Provide hourly, daily, weekly, monthly, quarterly and annual reports on fleet vehicle utilization activity such as vehicle usage (unused), non-business hour's activity, Geo-Fence violations, idle time, travel time, distance traveled and out-for-servicing vehicle maintenance activity.							
C-7.11.12	The system must provide the ability to include general information into reports, such as the current date, time, requestor details, groupings, etc...							
C-7.11.13	The system must provide a robust report writer to develop customized reports. Report writing shall be security enabled so that only users with the proper credentials can create reports.							
C-7.11.14	Must have the capability to create ad-hoc reports at the user level.							
C-7.11.15	The system must be able to generate customized reports that can be viewed on-screen before printing.							
C-7.11.16	The system must allow sorting and grouping of data on customized reports in user-specified orders.							
C-7.11.17	The system must allow for the creation of reports based on any data tables or data element.							
C-7.11.18	AVL type report examples: i.e. % Route coverage, Route completion, exceptions, Daily equipment status, Number of miles of winter road maintenance, stops, excess idling reports.							
C-7.11.19	Authorized users must be able to create and save their own reports.							
C-7.11.20	The system must be capable of delivering operational and real-time reports alerts and notifications via email and SMS text messaging.							

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C-7.11.21	The system must provide HTML preview that allows report authors to preview reports prior to publishing/releasing to authorized users.							
C-7.11.22	The system must allow for system generated reports to be copied over to user libraries where they can be modified without altering the original report.							
C-7.11.23	The system must be able to generate reports that can be filtered by user selectable fields.							
C-7.11.24	The system must include the ability to schedule and generate reports on an hourly, daily, weekly, monthly, quarterly and annual basis.							
C-7.12 Maintenance								
C-7.12.1	Solution vendor must provide a complete set of manuals in the form of both a hard copy and electronic must be supplied for the Operation, Diagnostics and Service & Repair for all aspects of the system.							
C-7.12.2	The vendor's support documentation shall contain a complete data dictionary for all system tables and data fields' terminology.							
C-7.13	Service Level Agreement							
C-7.13.1	AVL equipment installation, servicing and repairs must be performed on site.							
C-7.13.2	For new installs after initial deployment, the vendor will install AVL equipment in vehicles within two weeks of a request being made and perform repairs within one week of a request.							
C-7.13.3	The solution must supply 99.9% Service Level Availability.							

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C-7.13.4	The failure rate for the in-vehicle unit shall be less than 5% within one year's time after installation; it is acknowledged that any external accessories such as the plow sensors and cables may be subjected to a higher failure rates because of the working conditions.							
C-7.13.5	The service provider shall respond to failures within one business day after notification and provide a resolution plan within three business days.							
C-7.13.6	The service provider shall respond to any software issues within one business day upon notification and provide a resolution within three business days.							
C-7.13.7	The solution vendor must be capable of supporting the proposed solution 365 x 24 x 7.							
C-7.13.8	The solution vendor must be capable of executing data restoration and disaster recovery services 365 x 24 x 7.							
C-7.13.9	The system shall complete 100% of simple, single-screen online inquiry transaction within 1 second or less, during peak usage.							
C-8.1	End of Transition							
C-8.1.1	Vendor shall provide and End of Term Transition Plan within 30 days of notification which shall describe the approach the Vendor shall take to support the start-up of the new vendor operations by a Successor due to the end of the Contract term. The Vendor's plan shall include a timeline for supporting the start-up of such an effort, including transfer of data, the lead times required by the Vendor, the Vendor resources required, and any assumptions underlying the resource estimates.							
C-8.1.2	The plan shall demonstrate how the vendor shall							

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	ensure there are no disruptions to NHDOT operations or to the System at all times and at all locations during phase-out							
C-8.1.3	NHDOT may instruct the Vendor to modify the End of Term Transition Plan from time to time to ensure this provision for seamless operations is met.							
C-8.1.4	The Vendor shall provide sufficient System and operations experienced personnel during the entire transition period to ensure that the qualities of services are maintained at the levels required by the Contract.							

NOTES:

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

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

“Existing” denotes a current feature of the Vendor’s proposed Solution that does not require further development.

“Modify” denotes a current feature of the Vendor’s proposed Solution that will require modification for final design compliance.

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

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C-8 Vehicle List

The following is a list of vehicles to be fitted with AVL GPS system software development and hardware installations. Actual unit number, vehicle make and model may change up to the time the AVL GPS hardware is installed however the vehicle class and type will be similar to that noted.

	Location	Truck #	Year	Mfg.	Model	Type	Spreader	Year	Mfg.	Prewet?	Controller	Basic/ Advanced	Notes
1	Derry 528	H525	2014	International	7400	6W DW	A4399	1996	Tarco	Yes	CS-550	Advanced	
2	Derry 528	H713	2015	International	7400	6W DW	A4403	1996	Tarco	Yes	CS-550	Advanced	
3	Derry 528	H471	2001	International	4900	6W DW	rental	?	?	No	CS-440	Advanced	Operates in open Loop now
4	Derry 528	H621	2004	International	7400	6W RH	A4286	2012	Flink	No	CS-440	Advanced	
5	Derry 528	H475	2004	International	7600	10W DW	A4258	2013	Down Easter	Yes	CS-440	Advanced	
6	Derry 528	H428	2006	Sterling	LT9511	10W DW	A5001	2006	Schmidt	Yes	Schmidt	Advanced	Schmidt Spreader rotted out ³
7	Derry 528	H695	2005	International	7600	10W Brine	Tanker	N/A	N/A	N/A	Reed	Basic	Brine Tanker
8	Derry 528	H697	2005	International	7600	10W Brine	Tanker	N/A	N/A	N/A	Reed	Basic	Brine Tanker
9	Derry 528	H507	2016	International	7400	6W DW	Unknown ²	2015	Bonnell	Yes	CS-550	Advanced	New to Fleet ¹
10	Derry 528	H552	2016	International	7400	6W DW	Unknown ²	2015	Bonnell	Yes	CS-550	Advanced	New to Fleet ¹
11	Derry 528	H563	2016	International	7400	6W DW	Unknown ²	2015	Bonnell	Yes	CS-550	Advanced	New to Fleet ¹
12	Derry 528	H592	2016	International	7400	6W DW	Unknown ²	2015	Bonnell	Yes	CS-550	Advanced	New to Fleet ¹
13	Derry 528	H1585	?	Chevy		Pick up	None	N/A	N/A	N/A	N/A	Basic	Foreman's Truck
14	Salem 514	H474	2006	Freightliner	M2-106V	6W RH	Muni-body	2006	Viking	No	CS-440	Advanced	Muni-body
15	Salem 514	H521	2011	International	7400	6W RH	A4433	1999	Swenson	Yes*	CS-440	Advanced	* on/off only
16	Salem 514	H601	2016	International	7400	6W DW	Unknown ²	2015	Bonnell	Yes	CS-550	Advanced	New to Fleet ¹
17	Salem 514	H608	2016	International	7400	6W DW	Unknown ²	2015	Bonnell	Yes	CS-550	Advanced	New to Fleet ¹
18	Salem 514	H1595	2011	Chevy	2500HD	Pick up	Dist. Owned	?	Meyer/Diamond	N/A	N/A	Basic	Foreman's Truck
19	Londonderry 512	H1928	2015	Ford	F250	Pick up	A4430	1998	Tarco	N/A	N/A	Basic	Night Patrol
20	Canterbury 525	H1922	2016	Ford	F250	Pick up	A4276	1987	Fontaine	N/A	N/A	Basic	Trade List Night Patrol
21	Bedford 511	H348	2011	Ford	F250	Pick up	A4274	1998	Tarco	N/A	N/A	Basic	Night Patrol

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22	Nashua 815	H-634	2014	International	7400	6W DW	004895	1991	Hi-Way	Yes	CS-550	Advanced	
23	Nashua 815	H-580	2012	International	7400	6W DW	00688A	2000	Air Flo	Yes	CS-440	Advanced	
24	Nashua 815	H-569	2006	Sterling	L7500	6W DW	007A23	2005	Swenson	Yes	CS-440	Advanced	
25	Nashua 815	H-504	2010	International	7600	10W DW	005EE4	1998	Swenson	Yes	CS-440	Advanced	
26	Merrimack 820	H-1673	2015	International	7400	6W DW	00488D	1991	Hi-Way	Yes	CS-550	Advanced	
27	Merrimack 820	H-581	2012	International	7400	6W DW	002DA8	1990	Hi-Way	Yes	CS-440	Advanced	
28	Merrimack 820	H-415	2011	International	7400	6W DW	005CAB	1998	Flink	Yes	CS-440	Advanced	
29	Merrimack 820	H-589	2007	Sterling	LT9500	10W DW	006978	2000	Air Flo	Yes	CS-550	Advanced	
30	Merrimack 820	H-518	2011	International	7600	10W DW	005632	1996	Swenson	Yes	CS-440	Advanced	
31	Merrimack 820	H-529	2009	International	7600	10W DW	0083E6	2009	Tarco	Yes	CS-440	Advanced	
32	Merrimack 820	H-1177	2006	Sterling	L7500	6W 0W	002DA7	1990	Hi-Way	Yes	CS-550	Advanced	
33	Hooksett 825	H-693	2013	International	7400	6W DW	00698C	2001	Tarco	Yes	CS-440	Advanced	
34	Hooksett 825	H-578	2012	International	7400	6W DW	00610D	1999	Swenson	Yes	CS-440	Advanced	
35	Hooksett 825	H-500	2009	International	7400	6W DW	0059D4	1997	Tarco	Yes	CS-440	Advanced	
36	Hooksett 825	H-559	2009	Freightliner	M2-106V	6W DW	0059D6	1997	Tarco	Yes	CS-440	Advanced	
37	Hooksett 825	H-609	2009	Freightliner	M2-106V	6W DW	0059D7	1997	Tarco	Yes	CS-440	Advanced	
38	Hooksett 825	H-659	2007	Sterling	LT9500	10W DW	007089	2002	Tarco	Yes	CS-550	Advanced	
39	Hooksett 825	H-669	2006	Sterling	LT9500	10W DW	00610E	1999	Swenson	Yes	CS-440	Advanced	
40	Hooksett 825	H-1661	2004	International	7600	10W DW	Muni	2004	Viking	Yes	CS-440	Advanced	
41	Hampton 830	H-502	2012	International	7400	6W DW	0059DA	1997	Tarco	Yes	CS-440	Advanced	
42	Hampton 830	H-599	2009	Freightliner	M2-106V	6W DW	002C1B	1989	Hi-Way	Yes	CS-440	Advanced	
43	Hampton 830	H-1646	2009	Freightliner	M2-106V	6W DW	004889	1991	Hi-Way	Yes	CS-440	Advanced	
44	Hampton 830	H-1676	2009	Freightliner	M2-106V	6W DW	005CAA	1998	Flink	Yes	CS-440	Advanced	
45	Hampton 830	H-539	2007	Freightliner	M2-106V	6W DW	0059D3	1997	Tarco	Yes	CS-440	Advanced	
46	Hampton 830	H-600	2011	International	7400	6W DW	00610C	1999	Swenson	Yes	CS-440	Advanced	
47	Hampton 830	H-406	2011	International	7400	6W DW	00688B	2000	Air Flo	Yes	CS-440	Advanced	
48	Hampton 830	H-439	2014	Freightliner	114SD	10W DW	007DE9	2006	Swenson	Yes	CS-550	Advanced	
49	Hampton 830	H-469	2014	Freightliner	114SD	10W DW	007C9B	2006	Swenson	Yes	CS-550	Advanced	

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50	Hampton 830	H-1114	2009	International	7600	10W DW	002AF6	1989	Hi-Way	Yes	CS-440	Advanced	
51	Dover 835	H-1666	2016	International	7400	6W DW	A4242	2015	Bonnell	Yes	CS-550	Advanced	
52	Dover 835	H-670	2013	International	7400	6W DE	00698B	2001	Tarco	Yes	CS-440	Advanced	
53	Dover 835	H-412	2011	International	7400	6W DW	0059D9	1997	Tarco	Yes	CS-440	Advanced	
54	Dover 835	H-501	2009	International	7400	6W DW	0059D5	1997	Tarco	Yes	CS-440	Advanced	
55	Dover 835	H-516	2006	Sterling	LT7500	6W DW	007AFD	2006	Flink	Yes	CS-440	Advanced	
56	Dover 835		2016	International	7400	6W DW		2015	Bonnell	Yes	CS-550	Advanced	
57	Dover 835	H-1662	2004	International	7400	6W DW	Muni	2004	Henderson	No	CS-440	Advanced	Will be traded fall of 2016
58	Dover 835	H-517	2010	International	7600	10W DW	002AF4	1989	Hi-Way	Yes	CS-440	Advanced	
59	Dover 835	H-549	2006	Sterling	LT9500	10W DW	007A74	2006	Flink	Yes	CS-440	Advanced	
60	Rochester 840	H-1606	2016	International	7400	6W DW		2015	Bonnell	Yes	CS-550	Advanced	
61	Rochester 840	H-1611	2016	International	7400	6W DW		2015	Bonnell	Yes	CS-550	Advanced	
63	Rochester 840	H-1637	2016	International	7400	6W DW		2015	Bonnell	Yes	CS-550	Advanced	
64	Rochester 840	H-1608	2016	International	7600	10W DW		2015	Bonnell	Yes	CS-550	Advanced	
65	Rochester 840	H-618	2016	International	7600	10W DW		2015	Bonnell	Yes	CS-550	Advanced	

¹ Truck numbers for new to fleet trucks are from Mechanical Services trade list.

² Spreader Information for new to the fleet trucks is not yet available.

³ Schmidt spreader will be replaced with a rental spreader by winter 2016.

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must provide narrative responses to each of the information requests and questions listed below. These responses should be included in Section IV of the Proposal and should be identified by the sub-section (question) numbers referenced below:

D-1 AVL System Functionality

Describe the proposed AVL software and hardware, both from a long-term maintenance perspective as well as technical adequacy. Specific areas to address shall include:

- Flexibility to be adapted to NHDOT standard maintenance practices and procedures;
- Flexibility to add additional vehicles. What is the required level of effort and resources?
- Explain your experience connecting into a Compu-Spread System. What data was collected and reporting updated on the website?
- What other vendor's spreader systems have you connected into? Who were the clients and contact person(s)?
- How does the system handle the change of day?
- Explain your approach to calibrating Compu-Spread systems for accurate material quantities which matches the AVL?

D-2 Software Warranty/Maintenance

Describe your approach to providing AVL software Warranty and Maintenance. Define what basic software maintenance is included in the annual maintenance cost and further what upgrades and enhancements are to be included in the annual maintenance cost. Additionally, describe specifically what upgrades or enhancements would not be included in the annual maintenance cost and would be subject to a change order to the Contract.

D-3 Training Approach

The State will evaluate whether the training approach is likely to prepare users adequately to use the new AVL software from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

Specific to training of the AVL, describe your general anticipated training approach including staffing to meet the requirements of this RFP. This discussion should include such topics as anticipated training requirements, training alternatives if needed, future training when software upgrades, number of available training staff, geographic locations, and locations (home base for training staff).

D-4 Maintenance Scalability

With the understanding the State may elect to increase or decrease the number of vehicles over the course of the contract, provide a proposed approach in determining how the annual maintenance cost may be adjusted to reflect the change in number of vehicles to be maintained.

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D-5 Security

Please provide a plan outlining the security features of your proposed AVL software. Please refer to Appendix K: Information Technology Requirements for requirement details. This plan should include, but not be limited to the following topics:

- How are end-users and administrators authenticated to your product?
- How do end-users and administrators gain access to reports, data sets, etc. (e.g. via roles)?
- Fully describe how reports and data are protected from unauthorized users.
- What level of encryption is used on passwords, data, reports, etc.?
- How will your proposed solution be isolated from your other customers?
- How do you identify and address security violations or intrusions?

D-6 Backup and Recovery

The State will evaluate the degree to which the proposed backup and recovery processes protect mission-critical Data, ease of use of these processes, and impact of these processes on operation of the System. Please refer to Appendix K: Information Technology Requirements for requirement details.

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- Data retention, on-line for a minimum of two (2) fiscal years plus the existing fiscal year.
- Litigation hold procedures and capabilities,

The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

D-7 Archiving

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.

- Please explain your archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

D-8 Testing

State staff will conduct Acceptance Testing, along with the selected Vendor is required; refer to Appendices C and G-1: Testing and Requirements. To define the type of support that will be provided, address the following questions:

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- Describe your testing methodology and include a sample test plan for one of the system functionalities.
- Discuss your test plan approach; how system testing is expected to be performed.
- Specify what tests, test functions, and test methods are envisioned to ensure the AVL meets the requirements of the State.
- Discuss your requirements for calibration, including any required data resources, expectations and participation by the State.
- What support will be provided to prepare State staff during all testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?

D-9 Status Meetings and Reports

- The State believes effective communication and reporting are essential to Project success. Provide samples showing how the following would be implemented:
 - Status Meetings: Participants will include, at a minimum, the Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
 - Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
 - Exit Meeting: Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

D-10 Installation

- What are your expectations for a work area for installs?
 - a. Will you have your own tools and equipment?
 - b. Will you need access to our computer system?
 - c. What are your proposed hours of operation?
 - d. How many vehicles do you plan to complete each day?
 - e. Will you need a secure storage area?
- Will the installation techs be employed by your company and what will their qualifications be?
- What kind of tech support will you provide and what are the days of the week and hours it will be available? What time zone?
- Do you have replacement units readily available to swap out if one fails? If not, what is the lead time?

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D-11 Local AVL Support

As described in the requirements the vendor shall be responsible for all calibration and trouble shooting of our Compu-Spread system to assure accuracy in our salt usage. Please explain how this support will be available, response time for support, software system support if needed and who will be providing it.

D-12 AVL File Transfers to Others

NHDOT is planning on sending the AVL information to the Department's Transportation Management Center to show vehicles on their video wall or send information such as salt usage, plow up/down, temperature, etc. to our Maintenance Decision Support System vendor Iteris for their use. What experiences do you have with these types of file transfers? Do you foresee any issues transferring this type of data?

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting AVL Software and accompanying Implementation and follow-up on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

1. Corporate qualifications of each Vendor proposed to participate in the Project;
2. Proposed team organization and designation of key staff;
3. Individual qualifications of candidates for the role of Project Manager; and
4. Individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Vendor and Subcontractor Overview

Using Form 6 in Appendix J, Vendor and Subcontractor Information Statement, provide the requested information for the Vendor and all Subcontractors.

E-1.1.2 Past Performance

Using Form 8 in Appendix J: Past Performance, identify and describe any litigation dispute proceedings and arbitration proceedings related to performance in which any principle participant or subcontractor has been involved in the past five (5) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.3 Reference Projects

Using Form 9 in Appendix J: Vendor Reference Projects, provide descriptions of at least two (2) but no more than three (3) similar projects completed in the last five (5) years. One project shall include Compu-Spread as their spreader control system. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one (1) or two (2) references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described

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E-1.1.4 Key Staff References

Using Form 10 in Appendix J: Key Staff References, provide descriptions of a minimum of one (1) project of a similar nature and where a similar role was fulfilled to this Project for each key staff person identified below in Team Organization and Designation of Key Vendor Staff identified.

E-2 Team Organization and Designation of key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the required areas.

A single team member may be identified to fulfill the experience requirement in multiple areas.

Resumes not to exceed two (2) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least two (2) references, with contact information, that can address the individual's performance on past projects.

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APPENDIX F: PRICE PROPOSAL

A Vendor's Price Proposal must be based on the Forms provided in Appendix J and as described in this appendix.

- Form 1: AVL System Implementation/Warranty.
Cost to provide AVL System Implementation/Warranty to meet requirements as identified in Appendix C and G for development, testing, initial training and implementation. Cost shall include all escrow, bonding, initial training, licensing costs, hardware and software costs anticipated during Contract Term.
- Form 2: Maintenance.
Cost to provide AVL maintenance (software upgrades, technical support, bug-fixes, etc.) for each year of the Contract Term provided in Form 2. Maintenance will be paid monthly, based on the unit cost per vehicle as identified in Form 2 following Final System Acceptance. Each two (2) year Contract term extension, if extended at the sole option of the State as outlined in Section 1.2, shall be based on United States Cost of Living Adjustments (COLA).
- Form 3: Training and Labor Rates.
Cost to provide additional AVL training for up to fifteen (15) State staff if requested by the State during the Contract Term. Form 3 shall identify a per day training cost for both on site or webinar for each year of the Contract Term and Labor rates for staff.

General Instructions

The Proposed Price Proposal shall be completed in accordance with the following instructions:

1. The Proposed Price Proposal shall be submitted on the Price Proposal Forms included in Appendix J.
2. The Price Proposal Forms shall constitute the full and complete Price Proposal for compensation for performance of the Vendor's obligations and Work under this Project.
3. The Price Proposal Forms must be completed in their entirety. The Price Proposal Forms for the Project are as follows:
 - AVL System Implementation/Warranty (Form 1)
 - Maintenance (Form 2)
 - Training and Labor rates (Form 3)
4. Forms 1, 2, and 3 have price proposal terms of the Contract.
5. The State may waive or correct any error appearing in the Price Proposal Forms if the correct amount can be clearly ascertained from the information provided; however, the State is under no obligation to do so. In the event of an inconsistency between the amount stated in numbers and the amount stated in written words the amount stated in written words shall control. In the event of a mathematical miscalculation, the correct sum shall control.

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6. An officer or an individual otherwise authorized in writing by an officer of the Proposer to sign the Contract must also sign and date each Price Proposal Sheet in the appropriately provided signature line. The Signatures shall indicate approval and commitment for the entire completed Price Proposal form.
7. The State reserves the right to reject the submittal if it is not completed in accordance with the instructions set forth herein.
8. Please review all terms and conditions of the Contract Documents, as well as these Price Proposal Instructions, prior to completing the Price Proposal Forms.
9. The Price Proposal Forms are provided for ease of completion and checking. Instructions for completion of each of the Price Proposal Forms are provided in this Section.
10. The Price Proposal Forms provided do not contain any preset formulas, calculations, macros, etc. The Proposer shall ensure that any and all formulas used in completing the forms are the sole responsibility of the Proposer and further, the State shall make no representations as to the accuracy of any formulas used.
11. The Price Proposal shall be inclusive of all costs, fees, bonding, licenses and applicable taxes associated with the Project necessary to meet the requirements of the Project as described in the RFP including, but not limited to Appendix C of the RFP. No price escalation will be allowed above the cost provided on the Price Proposal Forms to complete the Work except as may be allowed for future deployments.

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APPENDIX G-1: TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of testing, installation testing, performance testing, Security review and testing, and support of the State during Initial, Commissioning and Operational Testing of the System.

G-1.1 Test Planning and Preparation

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

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires the testing activities be represented both in terms of effort and duration.

The Vendors must disclose in their proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

The State and Vendor will coordinate and test together within five (5) business days of receiving Certification from the Vendor that the State’s personnel have been trained and the System is installed, configured, complete, and ready for State testing using a version controlled system for code management. The Commissioning and Operational testing will be conducted with the State in an environment independent from the Vendor’s development environment.

G-1.2 Testing

The requirements described in this section detail the labor, materials, facility, and support services necessary including subcontractors to test the AVL. The testing shall be conducted in various phases and stages as detailed below, to validate the AVL integrity, reliability, functionality and compliance to the requirements set forth in this document including the following technical requirements.

Throughout the project AVL testing shall be completed in the following sequential steps:

- Initial Acceptance Test using State vehicles;
- Commissioning Testing, and
- Operational Test using two (2) actual winter weather events.

Each test indicated above shall be supported by an approved test procedure/script by the NHDOT. Test procedures shall be submitted no later than thirty (30) days prior to performance of each test. This is intended to allow the NHDOT adequate time to review each test procedure and comment; and the

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Vendor to update the test plan, prior to test execution. Each test procedure shall specifically describe such items as testing logistics, resource needs, schedule(s) of events, coordination, etc. Any and all costs associated with performance of the tests shall be borne by the Vendor.

At the completion of each test indicated above the Vendor shall provide a detailed test report which describes the test performance, results including all anomalies, failures, etc. The test report shall be reviewed and approved by the NHDOT. Approval of the test report shall be the mechanism used to indicate approval to move the next test phase or project milestone.

The objective of AVL testing is to ensure the AVL is systematically and thoroughly tested for compliance with this document and operates reliably in accordance with the NHDOT Requirements.

The NHDOT and its representatives shall only witness and Approve the testing and the Vendor shall be responsible for all aspects of the testing. Approval of any aspect of testing shall not relieve the Vendor of the responsibility to meet the full requirements of the Contract.

Vendor will coordinate its own transportation arrangements for accessing vehicles for purposes of equipment installation and testing.

Testing shall be completed on any system software to confirm that the required functionality can be delivered. Each requirement listed in the specification shall be tested for compliance.

Testing begins upon completion of the Software configuration as required and user training.

G-1.3 Initial Acceptance Test (IAT)

Application components are tested on an individual basis to verify the inputs, outputs, and processing logic of each application component functions without errors. The Initial Acceptance Test is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components:

- a) Validates the integration between the individual unit application components and verifies the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.
- b) Emphasizes end-to-end flow of information across applications. It includes all key processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
- c) Calibration of the spreader controls, gate setting etc.

The vendor shall conduct Initial Acceptance Testing on ten (10) NHDOT vehicles as determine by NHDOT, utilizing pre-determine test scripts, as identified in the Test Plan, to validate the functionality of the System is meeting all the requirements in Appendix C and K including web site tracking and reporting

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comparison from the AVL and spreader controller. The testing shall include predefined test scripts with vehicles performing but not limited to various spreader rates, liquid rates, plow up and down, temperature, in and out of geo-fence areas, speed, system on/off, idle time, location etc. The NHDOT will also use Initial Acceptance Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.

Upon successful conclusion of the Initial Acceptance testing and an acceptable test report the NHDOT may issue a letter of Acceptance for the vendor to move into installation of all vehicles and Commissioning test.

G-1.4 Commissioning Test

The Commissioning Test is verifying AVL equipment installed on all the vehicles meet the requirements. Verifies System functionality against predefined Acceptance criteria that support the successful execution of approved maintenance solution. The Commissioning is an abbreviated IAT testing calibration of all spreaders in the sheds and performing operational testing on at least four (4) vehicles including salt rates, liquid rates, geo-fence area, and plows up and down per shed.

- a) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by NHDOT staff.
- b) The NHDOT will be presented with a NHDOT approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the NHDOT staff involvement in any testing activities
- c) Commissioning will also serve as a performance test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the Commissioning provide evidence that the new System meets the Acceptance criteria as defined in the requirements.

Upon successful conclusion of the Commissioning and successful System deployment of all vehicles, approved test report, approved documents and training, the NHDOT may issue a letter of Commissioning Acceptance and the respective Warranty Period shall commence as described in Section H-25.8.1: Warranty Period.

G-1.5 Operational Test

The Operational Test is a verification process performed after two winter weather events. The Operational Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved maintenance solution.

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

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- b) The NHDOT will be presented with a NHDOT approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the NHDOT staff involvement in any testing activities
- c) Operational Test will also serve as a performance test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the Operational Test provide evidence that the new System meets the Acceptance criteria as defined in RFP.
- d) Performance testing shall be completed on each device on road once it has been installed and configured. The testing shall be completed on the device in isolation to confirm that the installed device meets the required functionality. At a minimum, the installation test for each unit shall include (as applicable): power-up/power-down tests, log-on/log-off tests, verification of major functions, and verification of operational interfaces to other devices and installed application sensors.

Upon successful conclusion of the Operational Test approved test report, and final installation check list items completed the NHDOT may issue a letter of Commissioning Acceptance

G-1.6 Security Review and Testing

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

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. The proposal shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party vendor at least annually.

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Section	Conformance with RFP 2016-056 Requirements	Compliance ¹			Existing Functionality ²			Vendor Comments
		Y	N	E	E	M	D	
G-1 Testing Requirements								
G-1.1	Test Planning and Preparation							
G-1.2	Testing							
G-1.3	Initial Acceptance Test (IAT)							
G-1.4	Commissioning Test							
G-1.5	Operational Test							
G-1.6	Security Review and Testing							

NOTES:

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

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

“Existing” denotes a current feature of the Vendor’s proposed Solution that does not require further development.

“Modify” denotes a current feature of the Vendor’s proposed Solution that will require modification for final design compliance.

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

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APPENDIX G-2: CERTIFICATES

A. Certificate of Good Standing

As a condition of Contract award, the Vendor, as required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2015, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244
www.nh.gov

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract.

B. Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal confirming the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs the agreement must match the date the Board officer signs the agreement.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

H-1.1 CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the governing body, either:

1. A majority voted at a meeting; or

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2. The body provided unanimous consent in writing; or
3. The organization's policy or governing document (bylaws, partnership agreement, Limited Liability Company (LLC) operating agreement) authorizes the person to sign.

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show the person signing the contract had authority when they signed the Agreement or Amendment, either:

1. Authority was granted the same day as the day the Agreement or Amendment was signed; or
2. Authority was granted after the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution; or
3. Authority was granted prior to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states the person is the sole director (for corps) or sole member (for LLCs).

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APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

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.
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AGREEMENT

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

GENERAL PROVISIONS

H-1 Identification

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Vendor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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 <i>[Seal]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

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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 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.

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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

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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.

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H-25 General Contract Requirements

H-25.1 State of NH Terms and Conditions and Contract Requirements

The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

H-25.3 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Appendix H: State of New Hampshire Terms and Conditions, Section H-4: Conditional Nature of Agreement and Section H-5: Contract Price/Price Limitation/Payment.

H-25.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware contracts to acquire supporting software and hardware. Where these differences are identified during the design process, the cost of owner supplied hardware or software shall be subtracted from the Contract value accordingly for the corresponding items.

H-25.5 Vendor Staff

In the Proposal, the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: System Requirements and Deliverables, Appendix E: Standards for Describing Vendor Qualifications, Appendix G-1 Testing Requirements and Appendix K Information Technology Requirements

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the

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Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

H-25.6 Change Orders

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

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

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

H-25.7 Licenses

The State has defined the Software license grant rights, terms and conditions, and has documented the evaluation criteria.

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H-25.7.1 Software and Documentation Copies

The Vendor shall provide the State with up to twelve (12) hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

H-25.7.2 Restrictions

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

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

H-25.7.3 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

H-25.7.4 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.8 Warranty

H-25.8.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of Final System Acceptance and will continue for one (1) year.

H-25.8.2 Warranties

H-25.8.2.1 System

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

H-25.8.2.2 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

Software shall be archived and or version controlled through the use of software.

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H-25.8.2.3 Non-Infringement

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

H-25.8.2.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

H-25.8.2.5 Compatibility

The Vendor shall warrant all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

H-25.8.2.6 Professional Services

The Vendor shall warrant all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.8.2.7 Hardware

The Vendor shall warrant all materials, equipment, labor furnished or performed under the Contract and other hardware items provided by the Vendor or by any of its Subcontractors of any tier for the Project: (i) shall meet the applicable functional requirements of the Contract as detailed in Appendix C: Requirements and Deliverables; (ii) shall be new at the time furnished; (iii) shall be free of all liens, encumbrances and other rights and interests of third parties; and (iv) shall be free of defects. The Vendor, at its option, shall at no charge either repair any warranted product not meeting these requirements with new or reconditioned parts, or replace it with the same or an equivalent product, subject to the Notice provisions set forth herein.

The Vendor shall be responsible for all warranty covered repair work and for identification of failures as set forth in Appendix C: Requirements and Deliverables and Appendix K Information Technology Requirements. The Vendor shall provide comprehensive and continuing warranty repair and restoration services on all aspects of the delivered equipment including, but not limited to, hardware and software products during the Warranty Period. Any warranty from a Subcontractor or supplier to the Vendor, which exceeds this time period, shall be extended to the State for the same period of time as given to the Vendor.

Replacement parts and repairs provided pursuant to corrective work hereunder shall be subject to prior Approval by the State and shall be tendered and performed in the same manner and extent as items originally delivered. The Vendor warrants such redesigned, repaired, or replaced work against defective

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design, materials, and workmanship for the remainder of the warranty period of the replaced part, or a period of six (6) months from the date of acceptance of the new (or repaired) part by the State, whichever occurs later.

H-25.8.3 Warranty Services

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

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State, from October 1st to April 30th, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email/telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 1. Nature of the Deficiency;
 2. Current status of the Deficiency;
 3. Action plans, dates, and times;
 4. Expected and actual completion time;
 5. Deficiency resolution information;
 6. Resolved by;
 - Identifying number i.e. work order number; and
 - Issue identified by.
- g. Software problems manifest themselves in several ways, the results of which are termed either as errors, defects, bugs or a malfunction. These software problems are defined as follows:
 1. Error/Bug - A problem found in the development environment before the product is placed in production or service.
 2. Defect - Any functional, equipment, or system problems that are identified that does not conform to the system or product's specifications. An Error or Bug causes a defect to occur in system/software.

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3. Malfunction - A malfunction is produced by a program defect or bug that causes a program to work poorly, produce incorrect results, or crash.

The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures, problems or Deficiencies by collecting the following information:

1. Mean time between reported Deficiencies with the Software;
 2. Diagnosis of the root cause of the problem; and
 3. Identification of repeat calls or repeat Software problems.
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) to declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; and 3) to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

H-25.9 Ongoing Software Maintenance and Support Levels

The Vendors shall submit, in their Proposals, copies of their proposed maintenance and support agreement for software maintenance and support Work following the completion of the Warranty Period. That agreement shall not contain any terms or provisions that conflict with this RFP, including but not limited to, the State's terms and conditions, licensing or warranty requirements set forth in Appendix H: General Contract Requirements. The Vendor's standard maintenance and support form will not be acceptable. This ongoing support will be included in the optional two (2), two (2) year extensions of this contract if executed per Section 1.2.

All software and firmware furnished under the Contract shall be warranted by both the Vendor and manufacturer(s) to be free of defects in workmanship for a period of three (3) years after the one (1) year all-inclusive warranty. All software and firmware shall remain in good working order in the sole judgment of the State; and, shall meet or exceed the requirements of the RFP Technical Specifications.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

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H-25.9.1 Maintenance Releases

The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

H-25.9.2 Maintenance and Support Levels

Maintenance support provided by the Vendor shall be set forth in Appendix C: Requirements and Deliverables.

H-25.10 Administrative Specifications

H-25.10.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services of this RFP. The State will reimburse for any travel or out of pocket expenses incurred in the performance of any Services deemed to be outside the scope of this RFP, i.e. Change Request and Work Orders.

H-25.10.2 Shipping and Delivery Fee Exemption

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

H-25.10.3 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

H-25.10.4 State-Owned Documents and Data

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, the Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

H-25.10.5 Intellectual Property

For all Software, pre-existing and developed, the Vendor shall provide a perpetual license back to the State that allows for the State and DoIT use of the software and right to the Source Code. The State and DoIT may maintain and/or modify the source code for the State’s use but agrees not to sell or provide

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the source code to others at the conclusion of the maintenance contract or at a point to be determined by the State.

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

All Third-Party software required to operate and maintain the system shall be registered in the name of the State.

H-25.10.6 Computer Use

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

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

H-25.10.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded

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email systems.” The Vendor understands and agrees that use of email shall follow State standard policy (available upon request).

H-25.10.8 Internet/Intranet Use

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

H-25.10.9 Regulatory/Governmental Approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.10.10 Force Majeure

Neither the Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor’s inability to hire or provide personnel needed for the Vendor’s performance under the Contract.

H-25.10.11 Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. The Vendor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract.

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

Any disclosure of the State’s information shall require prior written Approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the

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Vendor regarding the State's information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

In the event of unauthorized use or disclosure of the State's information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary, as further set forth in Section 4.8 of this RFP. The Vendor acknowledges the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Section shall survive termination or Contract Conclusion.

H-25.10.12 Vendor's Relation to the State

In the performance of the Contract, the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

H-25.10.13 Insurance

The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force all insurances.

In no event shall the Vendor or any Consultant begin Work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the State. Any Work performed without having the Certificates of Insurance received and approved by the State is at the Vendor's own and sole risk

H-25.10.13.1 Licensed Sureties and Insurers; Certificates of Insurance

The Vendor shall deliver to State, with copies to each additional insured indicated in the Contract Documents, certificates of insurance (and other evidence of insurance requested by State or any other additional insured) which the Vendor is required to purchase and maintain in accordance with the requirements stated within this RFP and referenced documents.

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H-25.10.14 Waiver of Event of Default

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 Vendor.

H-25.10.15 Notice

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

TO VENDOR:

[Name]
[Address]
[City, State] [Zip]
[Telephone Number]

TO STATE:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes,
P.O. Box 2950
Concord, NH 03302-2950
(603) 485-3806

H-25.10.16 Amendment

The Contract 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.

H-25.10.17 Construction of Contract and Terms

The Contract 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 the Contract 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.

H-25.10.18 Third Parties

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

H-25.10.19 Headings

The headings throughout the Contract 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 the Contract.

H-25.10.20 Exhibits

The Exhibits referred to in and attached to the Contract are made a part of the contract as if fully included in the text.

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H-25.10.21 Special Provisions

See Appendix C: Requirements and Deliverables for specific requirements.

H-25.10.22 Severability

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

H-25.10.23 Venue and Justification

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

H-25.10.24 Survival

The terms, conditions and warranties contained in the Contract by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

H-25.10.25 Entire Agreement

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings pertaining to the Project.

H-25.11 Pricing

H-25.11.1 Activities/Deliverables/Milestones Dates and Pricing

Deliverables dates and pricing schedules are provided in Appendix C: Requirements and Deliverables.

H-25.11.2 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance, Enhancements, and support as detailed in Section H-25.9: Ongoing Software Maintenance and Support Levels.

For Software licensing, maintenance, and support costs, complete a worksheet including all costs. The worksheets are provided in Appendix J: Forms.

H-25.11.3 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; and any other Project costs or retention amounts if applicable.

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H-25.11.4 Overpayments to the Vendor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

H-25.11.5 Credits

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

H-25.11.6 Records Retention and Access Requirements

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

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

H-25.11.7 Accounting Requirements

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

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H-25.11.8 Contract Security/Performance Bond

The Vendor shall furnish the State with a Performance Bond in an amount equal to one-hundred percent (100%) of the total value of the Implementation within ten (10) business days of receipt of notice of to proceed. The Vendor shall bear the full expense of both the initial expense and the annual premiums for the Performance Bond. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by the Vendor in full force and effect until Final System Acceptance or start of the Warranty period as approved by NHDOT. The Vendor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this Contract or the Deliverables or the Specifications, or of any Change Orders.

A licensed insurance company authorized to do business in the State of New Hampshire shall issue the Performance Bond made payable to the State of New Hampshire. The Performance Bond shall contain the Contract number and dates of performance. The Vendor shall extend the validity and enforcement of the Performance Bond for said periods if the State exercises an option to extend the Contract for any additional period(s).

The Performance Bond shall secure the performance of the Vendor, including without limitation performance of the Work in accordance with the Project Management Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from the Vendor's default in performance or liability caused by the Vendor. The Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against the Vendor if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to the Vendor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar software, deliverables, other products, and work to replace those terminated as a result of the Vendor's default. In addition to this stated liability, the State may seek other remedies.

The State reserves the right to review the Performance Bond and to require the Vendor to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to acceptance of the Performance Bond.

H-25.12 Termination

This section H-25.12 shall survive termination or Contract conclusion.

H-25.12.1 Termination for Default

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

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

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- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

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

- a. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines the Vendor has cured the Event of Default shall never be paid to the Vendor.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default.
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

H-25.12.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the

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date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheet Instructions.

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

H-25.12.3 Termination for Conflict of Interest

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

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

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

H-25.12.4 Termination Procedure

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Vendor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that the Vendor has surrendered to the State all said property.

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H-25.13 Limitation of Liability

H-25.13.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in the Contract Agreement, Appendix H-5: Contract Price/Price Limitation/Payment.

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

H-25.13.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H-5: Contract Price/Price Limitation/Payment . Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in Appendix H-13: Indemnification and confidentiality obligations in Appendix H-25.10.12: Confidential Information, which shall be unlimited.

H-25.13.3 State's Immunity

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

H-25.13.4 Survival

This Contract Agreement, Section H-25.13: Limitation of Liability shall survive termination or Contract conclusion.

H-25.14 Change of Ownership

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

H-25.15 Assignment, Delegation and Subcontracts

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

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The Vendor shall remain wholly responsible for the performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees (“Assigns”) are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

H-25.16 Dispute Resolution

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

H-25.17 Venue and Jurisdiction

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

H-25.18 Escrow of Code

The Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor’s Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. The Vendor has made an assignment for the benefit of creditors; or
- b. The Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind; or
- c. A receiver or similar officer has been appointed to take charge of all or part of the Vendor’s assets; or
- d. The Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State; or
- e. The Vendor defaults under the Contract; or
- f. The Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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APPENDIX I: TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agency	"Agency" shall mean the Bureau or Department, both as defined herein.
Agency Representative	In the context of Appendix C: System Requirements and Deliverables, the Bureau's designated representative. Also referred to as "Agency's Designated Representative".
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Approve	"Approve" and its variations (e.g., "Approval") when capitalized in this RFP refers to the State's Acceptance of a Document, condition, action or Deliverable in writing for its own internal purposes. The State's Approval shall not be construed to mean the State's endorsement or assumption of liability, nor shall it relieve the Vendor of its responsibilities under the Contract.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
Bureau	New Hampshire Department of Transportation (NHDOT), Bureau of Turnpikes, 36 Hackett Hill Road, Hooksett, NH 03106.

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Business Day	The twenty-four (24) hour day expressed from 00:00 AM to 24:00 AM in military time.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order or Change Request	Formal documentation prepared for a proposed change in the Specifications or the Contract Document.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	The Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract.
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used/converted by the Vendor during the Contract Term.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State – N.H. Department of

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	Transportation.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Design Documentation	System Design Documentation required under this Contract, including as example but not limited to: the Requirements Document, Software Development Plan, System Requirements Document and System Detailed Design Document.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
Final System Acceptance	Final System Acceptance will be considered by the State to have occurred when, the State in its sole discretion, determines the Vendor has complied with all of the completion requirements set forth for the Project in the Contract Agreement.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical User Interface.

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Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System operational for processing the Data.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Initial Acceptance Test (IAT)	The Initial Acceptance Test uses State provided storm data with known solutions for comparing the predictable maintenance solutions of the system.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire.
Maintenance	The phase of the Project immediately subsequent to Final System Acceptance to June 30, 2019 with the potential of two (2) – two (2) year optional extensions at the sole discretion of the State.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written. Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.

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Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Operational Test	The Operational test is a verification process performed in a natural storm event. The Operational test verifies System functionality against predefined acceptance criteria that support the successful execution of approved maintenance solution(s).
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document describing the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Orders.
Project Staff	State personnel assigned to work with the Vendor on the project.
Proposer	Any individual, firm, or corporation who has submitted a Proposal on the Project and who has met the minimum requirements established by the State for Proposal evaluation. Also referred to as the “Vendor”.

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Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the review period is fifteen (15) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Project Management Plan for deadlines for performance of Services and other Project events and activities under the Contract.
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
Service Level Agreement	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State and provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other

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	Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results the Vendor remains responsible and accountable for achieving.
State's Confidential Records	The State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within the State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	The State's representative with regard to Project oversight.
State's Project Manager (PM)	The State's representative with regard to Project management and technical matters. The State's Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Orders.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Integrator	The selected Vendor on this Project. See ""Vendor".
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking

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	mechanism.
Term	The duration of the Contract.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/Vendors	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Warranty Work	The Work to be provided during the Warranty Period under the terms of the Warranty as set forth in the Contract Documents.
Work	The term Work, as used herein, includes all work which, in the judgment of the State, is necessary for completion of the construction and the Project under the Contract Documents and includes, without limitation, all plant, labor, materials, equipment, systems, services and software and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents. Furthermore, without limiting the generality of the foregoing, the Work includes and is the result of performing or furnishing Design professional services and construction and installed equipment required by the Contract Documents.
Project Management Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Project Management Plan shall include a detailed description of the Schedule, tasks/activities,

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	Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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APPENDIX J: FORMS

The following pages provide the referenced forms from the RFP document. Note that Form 6 is provided for information purposes only and not required to be completed as part of the RFP submission.

List of Forms (also included in separate documents):

- Form 1: AVL System Implementation/Warranty Term Price Proposal
- Form 2: Maintenance Price Proposal
- Form 3: Training and Labor Price Proposal
- Form 4: Proposal Transmittal Letter
- Form 5: Vendor Inquiry Form
- Form 6: Vendor and Subcontractor Information Statement
- Form 7: Prime & Subcontractor Information Statement
- Form 8: Past Performance
- Form 9: Vendor Referenced Projects
- Form 10: Key Staff References

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Form 1: AVL System Implementation/Warranty Term Price Proposal

The Vendor shall identify a cost to provide AVL System Implementation/Warranty Term to meet requirements as identified in Appendix C and location specified in Appendix A. For the Contract Payment Schedule, see Appendix C, Section 2.4. Cost shall include all escrow, bonding, initial training, licensing costs, hardware and software anticipated during Contract Term.

PERIOD	PRICE
Implementation/Warranty Term	
TOTAL	

Name of Responding Contractor
 (company/entity name)

Signature of Authorized Representative
 Must be the same person who signed the
 Contract

Title

Date

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Form 2: Maintenance Price Proposal

The Vendor shall identify a cost per vehicle to provide AVL maintenance (software upgrades, technical support, etc.) for each year of the Contract Term as defined in Appendix C. Maintenance shall begin after final system acceptance and warranty period acceptance. Contract extension costs for maintenance is based on United States Cost of Living Adjustments (COLA), if extended at the sole option of the State as outlined in Contract Agreement-General Provisions Section 1.2, Contract Term.

PERIOD	BASE CONTRACT MAINTENANCE PRICE PER VEHICLE –PER Appendix C	MAINTENANCE PRICE PER ADDITIONAL VEHICLE –BASIC AVL	MAINTENANCE PRICE PER ADDITIONAL VEHICLE – ADVANCE AVL
Maintenance Year #1			
Maintenance Year #2			
Maintenance Year #3			
Maintenance Year #4			

Additional Maintenance costs are for AVL’S installed above the original requested number in Appendix C. This additional Maintenance cost per vehicle includes the setup and testing with these vehicles.

Name of Responding Contractor
(company/entity name)

Signature of Authorized Representative
Must be the same person who signed the
Contract

Title

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Form 3: Training and Labor Price Proposal

Training Worksheet

The Vendor shall identify a cost to provide additional AVL training for up to fifteen (15) State staff at any time for each year during the four (4) year Contract Term. Form 3 shall identify a per-day training cost for both on-site or webinar. On-site training will be conducted at a State Facility with fifteen (15) work stations. Training cost for a contract extension will be negotiated at that time.

PERIOD	PRICE
Contract Year #1: Per-day training cost – On Site	
Contract Year #1: Per-day training cost - Webinar	
Contract Year #2: Per-day training cost – On Site	
Contract Year #2: Per-day training cost - Webinar	
Contract Year #3: Per-day training cost – On Site	
Contract Year #3: Per-day training cost - Webinar	
Contract Year #4: Per-day training cost – On Site	
Contract Year #4: Per-day training cost - Webinar	
TOTAL	

Name of Responding Contractor
 (company/entity name)

Signature of Authorized Representative
 Must be the same person who signed the
 Contract

Title

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Labor Rates Worksheet

The State may request additional Services from the Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. The vendor shall include the position title and hour fully burden rate. Contract extension costs for labor rates is based on United States Cost of Living Adjustments (COLA), if extended at the sole option of the State as outlined in Contract Agreement-General Provisions Section 1.2, Contract Term.

Position Title	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4

Name of Responding Contractor
(company/entity name)

Signature of Authorized Representative
Must be the same person who signed the
Contract

Title

Date

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Form 4: Proposal Transmittal Letter

State of New Hampshire Proposal Transmittal Form Letter

Vendor Name _____

Address _____

City/State/ZIP _____

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

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

Dear Sir:

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

Vendor Signor: _____ is authorized to legally obligate

Vendor Name: _____.

We attest to the fact that:

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

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Terms and Conditions have been added and no existing Terms and Conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of one-hundred and eighty (180) days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2016-016 and any subsequent signed Addendum (a).

Our official point of contact is: _____

Title: _____

Telephone: _____

Email: _____

Authorized Signature:

Authorized Signature (Printed):

Vendor Initials _____

Date _____

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Form 5: Vendor Inquiry Form

Proposer: _____

Sheet No. 1 of Sheets

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Duplicate as needed

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Form 6: Vendor and Subcontractor Information Statement

VENDOR shall use this (or a facsimile) to document information for the prime VENDOR and all SUBCONTRACTORS. Please copy this form as needed to comply with the requirements outlined in the RFP

Prime VENDOR(s) Name: _____

	PRIME VENDOR	SUBCONTRACTOR/SUBLEASEE #1
Legal Name of Company*		
Company's FEID Number		
Company Contact Name		
Company Address		
City, State, Zip Code		
Company Telephone No.		
Company Fax Number		
Company E-mail address		
Legal Name of Principal(s)		
Address of Principal(s)		
City, State, Zip Code		
Telephone Number of Principal(s)		
Fax Number of Principal(s)		
E-mail address of Principal(s)		
Corporate Number (if applicable)		
License Number		
Status of License or Representation		
Work to be Performed		
SB/DBE Certification# & Exp. Date		

*Exactly as Registered with the State of New Hampshire (i.e. LLC, Inc., P.A., etc.). Please duplicate this page as necessary to provide the requested information. Changes made to this Subcontractor Information Statement must be submitted in writing to the Bureau for approval prior to that Subcontractor/Sub Lessee performing the Work.

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Form 6: PAGE 2: PRIME & SUBCONTRACTOR INFORMATION STATEMENT

	SUBCONTRACTOR #2	SUBCONTRACTOR #3
Legal Name of Company*		
Company's FEID Number		
Company Contact Name		
Company Address		
City, State, Zip Code		
Company Telephone No.		
Company Fax Number		
Company E-mail address		
Legal Name of Principal(s)		
Address of Principal(s)		
City, State, Zip Code		
Telephone Number of Principal(s)		
Fax Number of Principal(s)		
E-mail address of Principal(s)		
Corporate Number (if applicable)		
License Number		
Status of License or Representation		
Work to be Performed		
SB/DBE Certification# & Exp. Date		

*Exactly as Registered with the State of New Hampshire (i.e. LLC, Inc., P.A., etc.)

Vendor Initials _____

Date _____

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Form 7: Prime & Subcontractor Information Statement

Please duplicate this page as necessary to provide the requested information. This Prime & Subcontractor Information Statement will become a part of the Contract Documents. Changes made to this Subcontractor Information Statement must be submitted in writing to the Bureau for approval prior to that Subcontractor performing the Work. Signatures and additional information to be provided on the following page

By: _____ Signature: (1) _____
President or Vice President Co-Partner or GP

Attest: _____ Signature: (2) _____
Secretary (or Assistant Secretary) Co-Partner or GP

Witness: (1) _____ Signature

(Affix Witness: (1) _____ Print Name
Corporate Seal)

Witness: (2) _____ Signature

Witness: (2) _____ Print Name

INDIVIDUAL OR FIRM TRADING AS: _____
Principal (Proposer)

Signature: _____ Individual or Owner

Witness: _____

(If Partnership, list names and address of each partner on a separate sheet)

STATE OF: _____

COUNTY OF: _____

On this date, before me personally appeared known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal, this _____ day of _____, 20_____.
(SEAL)

NOTARY PUBLIC
My Commission Expires: _____

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Date _____

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Form 8: Past Performance

VENDOR shall use this (or a facsimile) to document all litigation, claims, dispute proceedings and arbitration as required by Proposal Requirements for past experience. Please copy this form as needed to comply with the requirements outlined in the RFP

VENDOR's or SUBCONTRACTOR's Name: _____

Project/Issue	Owner/Agency That Initiated Action	Resolution/Outcome	Is Unresolved or Action Outstanding?	Current Owner Contact Name, and Telephone & Fax Numbers.

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Date _____

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Form 9: Vendor Reference Projects

VENDOR shall use this (or a facsimile) to clearly show how VENDOR meets the requirements set forth in the Proposal Requirements for Project experience. Each reference provided may be contacted to determine the VENDOR's ability to meet the Proposal requirements. Please copy this form as needed to comply with the requirements outlined in the RFP

VENDOR's Name: _____

Reference Project Number: ___ of ___ (at least 2 but no more than 3 reference projects are allowed)

Reference Project Name:	
Reference Project Customer:	
City:	State:
Phone Number:	Fax Number:
Project Manager:	
Project Manager E-mail:	
Project location and scope:	
Vendor's role on Project and years of participation (mm/dd/yy to mm/dd/yy):	
Comparison to State of New Hampshire Project requirements:	
Key Personnel involved and role who are also proposed on the New Hampshire Maintenance Decision Support System Project:	

Reference Response (For DOT Internal Use):

Vendor Initials _____
Date _____

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Form 10: Key Staff References

VENDOR shall use this form to clearly show how VENDOR meets the requirements set forth in the RFP for each key project team member. Each reference provided may be contacted to determine the respondent's ability to meet the RFP requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited.

Key Project Team Member _____

Proposed Position _____

Reference Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager:		
E-mail:		
Number of total years experience of Key Team Member in similar role to one proposed for the Automatic Vehicle Location SystemDevelopment Project:		
Reference Project:		
Key Staff Team Member Role on Project, including dates of participation and job description:		
Project location, scope, cost, start / end dates, etc.:		
Comparison to NH Automatic Vehicle Location SystemProject requirements:		

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APPENDIX K: INFORMATION TECHNOLOGY REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
K1.1	The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M			
K1.2	State access will be via VPN or Internet Browser	M			
K 1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M			
K 1.4	The browser version must adhere to the current State of NH standard at the time of implementation, which is currently Internet Explorer 9. The State of NH does not support Flash or Java. The desktop version must be compatible with the current State of NH standard operating system, which is Windows 7 64-bit.	M			
K 1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M			
K 1.6	The Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and/or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M			
K 1.7	The Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M			

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K 1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 ° and 75 °F.	M			
K 1.9	Data Center Humidity shall be non-condensing and be maintained between 40% and 55% with a maximum dew point of 62 °F.	M			
K 1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M			
K 1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than one and a half (1 ½) days of operation.	M			
K 1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M			
K 1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M			
K 1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M			
K 1.15	The Vendor must monitor the application and all servers.	M			
K 1.16	The Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M			
K 1.17	The Vendor shall install and update all server patches, updates, and other utilities within sixty (60) days of release from the manufacturer.	M			
K 1.18	The Vendor shall monitor System, security, and application logs.	M			
K 1.19	The Vendor shall manage the sharing of data resources.	M			

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K 1.20	The Vendor shall manage daily backups, off-site data storage, and restore operations.	M			
K 1.21	The Vendor shall monitor physical hardware.	M			
K 1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M			
DISASTER RECOVERY					
K 2.1	The Vendor shall conform to adequate disaster recovery procedures as approved by the State of New Hampshire.	M			
K 2.2	The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M			
K 2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
K 2.4	The Vendor shall adhere to a defined and documented back-up schedule and procedure.	M			
K 2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
K 2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one (1) daily, one (1) weekly, and one (1) monthly backup stored in a secure location to assure data recovery in the event of disaster.	M			
K 2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
K 2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
K 2.9	If the State data is personally identifiable, the data must be encrypted in the operation environment and on the backup tapes.	M			
K 2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-	M			

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	time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.				
NETWORK ARCHITECTURE					
K 3.1	The Vendor must operate the hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as ninety-nine percent (99.0%) uptime, exclusive of the regularly scheduled maintenance window.	M			
K 3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so a failure of one (1) Internet connection will not interrupt access to the State's application.	M			
K 3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure a failure in one (1) of the larger carriers will not cause a failure of the State's Service.	M			
K 3.4	The Vendor's network architecture must include redundancy of routers and switches in the Data Center.	M			
K 3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	N/A			
HOSTING SECURITY					
K 4.1	The Vendor shall employ security measures ensuring the State's application and data is protected.	M			
K 4.2	If the State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			
K 4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M			

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K 4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			
K 4.5	In the development or maintenance of any code, the Vendor shall ensure the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M			
K 4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time the Vendor learns of their occurrence.	M			
K 4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M			
K 4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
K 4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M			
K 4.10	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M			
SERVICE LEVEL AGREEMENT					
K 5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
K 5.2	The Vendor shall maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			

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K 5.3	The Vendor shall repair or replace the hardware or Software, or any portion thereof, so the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
K 5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M			
K 5.5	The Vendor's response time for support shall conform to the specific deficiency class as described as follows: Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to the State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M			
K 5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email/telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; the	M			

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	Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.				
K 5.7	The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.	M			
K 5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M			
K 5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
K 5.10	The Vendor response time for support shall conform to the specific deficiency class as described in Appendix K – Section H5.5a.	M			
K 5.12	The Vendor will give two (2) business day's prior notification to the State's Project Manager of all changes/updates and provide the State with the training due to the upgrades and changes.	M			
K 5.13	The Vendor shall guarantee ninety-nine percent (99.0%) uptime, exclusive of the regularly scheduled maintenance window.	M			
K 5.14	If the Vendor is unable to meet the ninety-nine (99.0%) uptime requirement, the Vendor shall credit the State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
K 5.15	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
K 5.16	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
K 5.17	All hardware and software components of the Vendor's hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M			

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K 5.18	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; all change requests implemented, including operating system patches; all critical outages reported including actual issue and resolution; and number of deficiencies reported by class with initial response time as well as time to close.	M			
K 5.19	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	M			
APPLICATION REQUIREMENTS					
TECHNICAL					
T-4	The Solution must use Graphical User Interface Technologies.	M			
T-6	The Solution must support this client - Microsoft Win7, Office Professional Version 2010, and Internet Explorer 8.	M			
T-7	The Solution must use a version control system for code management.	M			
T-8	The Solution must not require JAVA.	M			
APPLICATION SECURITY					
S-1	Verify the identity or authenticate all system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M			
S-2	Verify the identity or authenticate all of the system's human users, before allowing them to use its capabilities, to prevent access to inappropriate or confidential data or services.	M			
S-3	Enforce unique user names.	M			
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M			
S-5	Enforce the use of complex passwords for general users using capital letters, numbers, and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M			
S-6	Encrypt passwords in transmission and at rest within the database.	M			
S-7	Expire passwords after 90 Days.	M			
S-8	Authenticate users and client applications to prevent access to inappropriate or	M			

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	confidential data or services.				
S-9	Provide ability to limit the number of people that can grant or change authorizations.	M			
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M			
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)).	M			
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M			
S-13	Audit all attempted accesses that fail identification, authentication, and authorization requirements.	M			
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for three (3) years.	M			
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
S-16	Use only the Software and System Services designed for use.	M			
S-17	The application Data shall be protected from unauthorized use when at rest.	M			
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M			
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M			
S-20	Create change management documentation and procedures.	M			

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APPENDIX L: USER ACCOUNT AND PASSWORD POLICY

L-1 User Account and password Policy

L-1.1 Purpose:

The purpose of this policy is to establish the account login and password policy for accounts, including e-mail addresses, for all authorized users of State network resources. This policy applies to all user accounts including remote access accounts.

L-1.2 Policy:

The user login will consist of an account with the naming convention of firstname.m.lastname using the legal first name, middle initial (if exists) and last name as depicted in the Government Human Resources System (GHRS.) Example: joseph.l.smith or joseph.smith. User logins are not case sensitive, but can be entered with uppercase lettering such as Joseph.L.Smith or Joseph.Smith.

- If there is a generational qualifier such as Jr., it will be appended to the end of the last name. Example: richard.1.smithjr or Richard.L.SmithJr
- Names containing an apostrophe and/or hyphen will be retained in the user login. Examples: Richard.L.O’Connor and Richard.A.Smith-Jones
- Names containing periods will be ignored. Example: Richard L. St. Pierre would have a user login of Richard.L.StPierre
- In the event of a duplicate name including middle initial, the second character of the middle name will be added. Example: john.ro.doe or John.RO.Doe
- In the event of a duplicate, both without a middle initial, the account will be created with a sequential number appended to the end of the last name. Example: john.doe2 or John.Doe2

Generic and/or shared accounts are not permitted without an approved exception request.

The user e-mail address will match the user login first and last name omitting the middle initial. Example: network login John.A.Smith and e-mail name John.Smith@dot.state.nh.us. In cases where duplicate names exist, the middle initial will be used. If further uniqueness is required, the rules listed above will be used.

In the event an individual is not known by their name as depicted in GHRS such as Belinda.Smith or Seigfried.SmithJr, one additional SMTP address may be created upon request for that person, such as Linda.Smith or Sig.Smith. Requests for this additional address should consider that an increase in daily spam notifications is likely.

A password change will be required at initial login and subsequently on a quarterly basis. The table below defines the password criteria and policy:

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Password Criteria	Policy
Minimum password length	10 characters
Password Format	Passwords must contain three of the following four: <ul style="list-style-type: none"> • Uppercase character(s) • Lowercase character(s) • Number(s) • Non-alphabetic special character(s) such as @, &, %, ! Passwords must not contain parts of the user name. Passwords should not contain dictionary words, keyboard sequences, or any name easily associated with the user such as a nickname, family, pets, hobbies, address, etc. Strong password example: T@ket!me2sve
Maximum password age	90 days
Minimum password age	1 day
Enforce password history	5 passwords are remembered
Account Lockout Threshold	4 invalid attempts
Reset Account Lockout Counter After	60 minutes
Account Lockout Duration	60 minutes

Accountability:

This policy applies to all authorized users of the State network resources.

It is the responsibility of each DoIT Division Director and Bureau Chief or their designee to enforce this policy. Employees who do not comply with this policy shall be subject to disciplinary action as outlined in the Administrative Rules of the Division of Personnel.

Description:

User accounts provide access to the State network resources and data. Account passwords are designed to protect against unauthorized access to data by mitigating the threat of password guessing or cracking. The security of a password relies on a combination of password length, password uniqueness, and password lifespan.

Reference:

- User Account Maintenance Policy
- User Account
- Maintenance Procedure IT
- Standards Exception Policy

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