

**NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**

**in Partnership with**

**MAINE  
DEPARTMENT OF TRANSPORTATION  
and  
MAINE TURNPIKE AUTHORITY**

**I-95 (High Level Bridge)  
Part-Time Shoulder Use System**

**NHDOT Project No. 16189B  
Portsmouth, NH - York, ME**

**NHDOT RFP 2021-003  
Addendum #34 – May 720, 2021**

**Book 1: Request for Proposals  
(Instructions to Proposers and Design-Build Contract)  
February 17, 2021**

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**  
**I-95 (HIGH LEVEL BRIDGE) PART-TIME SHOULDER USE SYSTEM**  
**NHDOT - RFP 2021-003**

**New Hampshire Department of Transportation**  
**RFP Cover Sheet**

<p><b>Name of Agency/Division:</b>  <b>Department of Transportation</b></p>
<p><b>Contract Number/Name:</b>  <b>16189B Portsmouth-York</b></p>
<p><b>RFP Purpose:</b>  The purpose of this RFP is to procure an intelligent transportation system (ITS) hardware and software system with associated services. The proposed system will provide for a dynamic part-time shoulder use (PTSU) system operating along Interstate 95 (I-95) northbound from Exit 5 in New Hampshire to Exit 3 in Maine and along I-95 southbound from Exit 2 in Maine to Exit 5 in New Hampshire. This proposed system includes ITS hardware deployed along I-95 and the Maine Turnpike, along several approach ramps, and along arterial streets in Kittery, Maine and software integration and updates to the New England Compass Advanced Transportation Management System (ATMS) to manage and monitor the PTSU system.</p> <p>To support the ITS systems described above, the existing microwave wireless communication infrastructure along the I-95 bridge over the Piscataqua River shall be modified. The existing communication design is provided in Appendix I. This Project includes installation of two communications equipment shelters (one in Maine and one in New Hampshire), new and modified communications systems, and a new climbable antenna mounting structure. This new climbable antenna mounting structure shall provide line of sight access to the Hobbs Hill Water Tank at Pease and to the Sarah Mildred Long (SML) Bridge. New microwave wireless paths to support multiple ITS devices on the I-95 High Level Bridge (HLB) are shown in Appendix J.</p> <p>The proposed PTSU system will consist of an interconnected system of several ITS devices, including closed circuit television cameras, dynamic message signs, blank out signs, motor vehicle detection systems, a motorized gate system, overhead lane use signals, and flashing beacon signs. The PTSU system will also consist of infrastructure improvements including signs and sign supports, concrete foundations, guardrail, conduit and pull box systems, erosion and sediment controls, temporary traffic controls, and related design and construction activities.</p>
<p><b>DOIT <input type="checkbox"/> or Agency <input checked="" type="checkbox"/> Funding</b></p>
<p><b>Background Information:</b>  The PTSU will be dynamic to allow for real time deployment to improve safety by enhancing mobility along the corridor.</p>
<p><b>Special Concerns:</b>  This Project crosses state lines and includes work in both New Hampshire and Maine. While NHDOT will be the contracting authority for the selected contractor team, the proposal evaluation and project oversight will be a shared responsibility between NHDOT, the Maine Department of Transportation (MaineDOT) and the Maine Turnpike Authority (MTA), hereinafter referred to as the Owners.</p>

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I-95 (HIGH LEVEL BRIDGE) PART-TIME SHOULDER USE SYSTEM  
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**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**

**I-95 (HIGH LEVEL BRIDGE)  
PART-TIME SHOULDER USE (PTSU) SYSTEM**

**RFP 2021-003**

**RFP ISSUED.....FEBRUARY 17, 2021**

**MANDATORY CONFIDENTIAL ONE-ON-ONE CONTRACTOR  
CONFERENCES (APPOINTMENTS TO BE SCHEDULED WITH EACH CONTRACTOR  
INTERESTED IN SUBMITTING A PROPOSAL  
UPON WRITTEN REQUEST).....MARCH 15-17, 2021**

**ONE-ON-ONE CONFERENCES SHALL BE SCHEDULED VIA ZOOM MEETING**

**STATE POINT of CONTACT.....Charles Blackman, PE  
[Charles.E.Blackman@dot.nh.gov](mailto:Charles.E.Blackman@dot.nh.gov)  
603-227-0016**

**CONTRACT TYPE.....LUMP SUM / FFP**

**TECHNICAL PROPOSALS DUE.....MAY 12, 2021, 3:00 PM EST**

**COST PROPOSALS DUE.....MAY 17, 2021, 3:00 PM EST**

**~~PUBLIC BID~~ OPENING OF COST PROPOSALS.....MAY 25, 2021, 2:00 PM EST**

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## **1. INTRODUCTION**

The State of New Hampshire, acting through the New Hampshire Department of Transportation (NHDOT) and in partnership with the Maine Department of Transportation (MaineDOT) and the Maine Turnpike Authority (MTA), is releasing this Request for Proposal (RFP) to procure an intelligent transportation system (ITS) hardware and software system with associated services. The proposed system will provide for a dynamic part-time shoulder use (PTSU) system operating along Interstate 95 (I-95) northbound from Exit 5 in New Hampshire to Exit 3 in Maine and along I-95 southbound from Exit 2 in Maine to Exit 5 in New Hampshire, hereinafter referred to as the Project Corridor. This proposed system includes both ITS hardware deployed along I-95 and software integration and updates to the New England Compass Advanced Transportation Management System (ATMS) to manage the PTSU system.

The I-95 bridge over the Piscataqua River, also known as the High Level Bridge (HLB) provides the highest capacity vehicle connection between the State of New Hampshire and the State of Maine. The I-95 corridor, consisting of the Blue Star Turnpike in New Hampshire and the Maine Turnpike in Maine, can accommodate the travel demand most of the time; however, the travel demand can exceed the available capacity of the corridor during peak traffic periods of the week and during the peak seasons of the year. During these peak traffic periods, the HLB experiences recurring and non-recurring traffic congestion which leads to safety issues, including crashes and friction with merging traffic at interchanges in close proximity to the HLB.

For the purposes of this RFP, the Project, and all associated specifications, standards, guidelines, and supporting documents, the term “Contractor” shall be interpreted to mean the contracted team consisting of the lead contractor and its employees, consulting engineers, subcontractors, subconsultants, agents, and affiliates who are submitting a Proposal to this RFP and will be providing the Services agreed to under the Contract. The term Contractor may be used interchangeably with Design-Builder. The term “Project Limits” shall be interpreted to mean the area of I-95/Maine Turnpike from the Hampton Toll Plaza to the York Toll Plaza, its interchange ramps, adjacent arterials, and surrounding local street network in the Town of Kittery, and City of Portsmouth that will be the sites of proposed ITS equipment and the locations of temporary traffic controls required for the Project.

### **1.1 PROJECT OVERVIEW**

The purpose of this project is to implement a PTSU system that allows vehicles to use the existing right shoulders of I-95 northbound and southbound as a travel lane during peak traffic periods to ease congestion and accommodate the peak travel demands. Another objective of this project is to improve corridor safety by reducing the probability, frequency, and severity of crashes. The third objective of this project is to enhance the mobility for all travelers on the corridor by keeping highway through traffic on the I-95 corridor and discourage through traffic from diverting to the local street network.

This RFP is intended for Contractor teams who have experience with the design, deployment, construction, and integration of ITS equipment in the United States. The specific ITS devices, equipment, and systems to be deployed under this contract include:

- IP-based Closed Circuit Television (CCTV) cameras
- Dynamic Message Sign (DMS) system for post-mount applications
- Radar-based Motor Vehicle Detection Systems (MVDS)
- Overhead Lane Use Signals (LUS)
- Blank-Out signs



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- Hybrid communications system consisting of single mode fiber optic cable, high-bandwidth microwave wireless communications, digital subscriber lines (DSL) and cellular modems
- Two permanent Communications Equipment Shelters (one in Maine and one in New Hampshire) to be installed on concrete slab foundations and equipped with utility power, back-up generator power, and air conditioning/heating
- A climbable antenna mounting structure to be installed adjacent to the New Hampshire communications equipment shelter
- Systems engineering documentation
- Coordination and integration support services from Southwest Research Institute (SwRI) to design and deploy a PTSU module within the existing New England Compass ATMS (the Contract includes a negotiated fixed price for SwRI efforts to be included in all Proposers' bids)
- Associated civil construction services to include overhead and ground mounted signing, concrete foundations, guardrail upgrades and modifications, erosion and sediment controls (E&SC), and traffic control/traffic management

#### **1.1.1 PROJECT GOALS**

The goals for this Project include:

- A) Minimize impact on the traveling public during Project construction;
- B) Coordinate traffic control with the on-going MaineDOT bridge deck rehabilitation project [AC-IM-1927(000)E] to make the projects appear seamless to the traveling public;
- C) Coordinate traffic control with the anticipated concurrent NHDOT paving project (Eastern Turnpike 41822) to make the projects appear seamless to the traveling public (interim completion dates included in Book 2: Technical Provisions);
- D) Complete all deployment and be prepared for Operational Testing of the Project on or before April 12, 2023 (“Substantial Completion Date”);
- E) Enhance mobility along the I-95/Maine Turnpike corridor;
- F) Improve safety along the corridor, particularly during peak travel demand;
- G) Relieve traffic congestion during peak travel demand; and
- H) Enhance and replace the existing communications infrastructure to support the proposed and legacy ITS devices in the Project Corridor as shown in Book 4 - 30% Conceptual Plans.

#### **1.1.2 PROJECT OWNERS**

The Project Owners include NHDOT, MaineDOT, and MTA. Throughout this RFP, all references to “the State” shall mean the State of New Hampshire through NHDOT as the

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contracting authority. References to “the Owners” shall mean the partner jurisdictions of NHDOT, MaineDOT, and MTA as a group. References to “Local Authority” shall mean the specific Owner who has jurisdiction/authority on the roadway or bridge segment in context.

## **1.2 CONTRACT AWARD**

The State plans to execute a Design-Build (DB) Firm Fixed Price (FFP) Contract as a result of this RFP. This RFP is issued pursuant to RSA 228:1 and RSA 228:4, authorizing NHDOT to enter into a DB Contract. 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 best value selection criteria using the standards and weighting identified in this RFP.

### **1.2.1 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 contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or is due to the fault of the Contractor.

If a Contract is awarded, the Contractor 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. A Contract award is contingent on approval by the Governor and Executive Council.

## **1.3 CONTRACT TERM**

### **Time is of the essence in the performance of a Contractor’s obligations under the Contract.**

The Contractor shall be fully prepared to commence work by August 20, 2021 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 Contract’s initial term will begin on the Effective Date and extend through June 30, 2023 (“Completion Date”). The Contractor shall meet all requirements for Final System Acceptance on or before the Completion Date. Following Final System Acceptance, there will be a mandatory two-year Maintenance and Warranty period where the Contractor will maintain the system hardware and Contractor-provided software for two (2) calendar years beginning on the date of Final System Acceptance. At the sole option of the Owners, the Maintenance and Warranty period may be extended in two (2) year increments for up to four (4) additional consecutive years, totaling not more than six (6) years of Maintenance and Warranty service.

The Contractor shall commence work upon issuance of Notice to Proceed #1 (NTP1) by the State.

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The State anticipates issuing NTP1 concurrently with the execution and delivery of this Contract and after approval of the Contract by New Hampshire's Governor & Council (G&C) (Effective Date). Issuance of NTP1 authorizes the Contractor to perform the portion of the Work necessary to obtain the Owners' approval of the component parts, plans, and documentation required for issuance of NTP2 as described below. Issuance of NTP1 also authorizes the Contractor to enter the Project ROW to conduct surveys and site investigations, including geotechnical, structural, and utility investigations.

The State anticipates issuing NTP2 concurrently with the Owners' written approval of the following:

- The complete set up of the Contract Administrator's Offices and Equipment as indicated in Section 2.9 of the Book 2 - Technical Provisions;
- The entire Project Management Plan (PMP) as outlined in Section 2 of the Technical Provisions. (Note: This includes the Baseline Schedule and Cost Control Management specified in Section 2.4 of the Book 2 - Technical Provisions (PMP Chapter 4));
- The entire Quality Management Plan (QMP) as outlined in Section 3 of the Book 2 - Technical Provisions; and
- The Physical Security Plan as outlined in Appendix G-1.6 of this document and Section 2 of the Book 2 – Technical Provisions. Note that the Physical Security Plan will become part of the Project's overall Security Plan during the System Design phases.

Issuance of Notice to Proceed #2 (NTP2) authorizes the Contractor to perform all Work and activities for the Project. The Contractor's rights and remedies arising from a delay in issuance of NTP2 are set forth as follows:

**NTP1 Work; Delay in Issuance of NTP2**

The Contractor acknowledges and agrees that the amount of funds available to pay for Work authorized by NTP1 prior to issuance of NTP2 is limited to not more than five percent (5%) of the total Contract value. The Owners have no obligation to make any payments to the Contractor in excess of the 5% limit until NTP2 is issued. The State anticipates that it will issue NTP2 concurrently with the Owners' approval and acceptance as described in Section 1.3 but shall have the right in their sole discretion to defer issuance.

**Additional Provisions Relating to Delays in NTP2**

Notwithstanding anything to the contrary contained herein, the Contractor shall not be entitled to an increase in the Contract Price or extension of the Contract Term, nor shall the Contractor have a right to terminate this Contract in accordance with Section 15.10 with respect to any delay in issuance of NTP2 due to the acts, omissions, negligence, intentional misconduct, or breach of applicable Governmental Rules, contract or Governmental Approval of any Contractor Team members.

**Termination Based on Delay in NTP2**

If NTP2 has not been issued on or before 12 months after the Proposal Date, due to no fault, negligence, act, failure to act or breach of contract, Governmental Approval or Governmental Rule by Contractor Team member, the Contractor shall have the right to terminate this Contract, which right shall be exercised by delivery of notice of termination to the State

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Project Manager. The Contractor shall have the right to no more than 5% of the total contract value based on the work completed under NTP1.

The Contractor shall begin performance of the Work as directed in the applicable NTP. The State does not expect the Contractor to commence work prior to the Effective Date or NTP1; however, if the Contractor commences work prior to the Effective Date and NTP1, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed. If the Contract becomes effective, any work completed prior to the Effective Date may be eligible for payment under the terms of the Contract.

**1.3.1 CONTRACT NEGOTIATIONS AND UNSUCCESSFUL BIDDER NOTICE**

If a Contractor is selected, the State will notify the selected Contractor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Contractor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Contractor, the evaluation team may recommend another Contractor.

Except as provided under RSA 21-G:37, II and III, no information shall be made available to the public, the members of the General Court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the Contract is approved by the Governor & Executive Council. This means unsuccessful Contractors shall not be notified of the outcome until that time. See RSA 21-G:37.

**1.3.2 CONTRACTOR ETHICS**

From the time this RFP is published until the Contract is awarded or until the RFP is cancelled or the State rejects all Proposals, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by [RSA 15-B](#), to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFP. Any bidder that violates this section and RSA 21-G:38 shall be subject to prosecution for an offense under [RSA 640:2](#). Any bidder who has been convicted of an offense based on conduct in violation of [RSA 21-G:38](#), which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP and on any RFP or similar request for submission issued by any state agency.

No Contractor, nor any of its team members, may communicate with another Contractor or its team members with regard to the RFP or with regard to either team's Proposal, except that subcontractors that are shared between two or more Contractor Teams may communicate with their respective team members so long as those Contractor Team establish a protocol to ensure that the subcontractor will not act as a conduit of information between the Contractor Teams. This prohibition does not apply to public discussions regarding the RFP at any State-sponsored informational meetings.

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Each Contractor Team shall designate one representative responsible for contacts with the Owners and shall correspond with the Owners regarding the RFP only through the State Point of Contact and the Contractor Team's Authorized Representative.

No Contractor, nor any of its team members, may have any exparte communications regarding the RFP or the procurement described herein with any member of the MaineDOT, the MTA, the NHDOT, the City of Portsmouth, the Town of Kittery, the Federal Highway Administration and with any of the above named agency's advisors, contractors, or consultants involved in this procurement, except those communications expressly permitted by the RFP and except as approved in advanced by the State Point of Contact in writing. This restriction does not preclude or restrict communications with regard to matters unrelated to the RFP or participation in any public meeting hosted by the above named agencies. Any communications determined by the Owners, in their sole discretion, to be improper may result in disqualification.

Any official information regarding the Project will be disseminated in writing on NHDOT letterhead and will be signed by the State Point of Contact or designee. The State will not be responsible for any oral exchange or any other information exchange that occurs outside the official process specified herein.

#### **1.4 SUBCONTRACTORS**

Notwithstanding the language in NHDOT Standard Specifications for Road and Bridge Construction (NHDOT Standard Specifications), Section 108.01, the Lead Contractor shall perform a minimum of 30 percent of the Contract value. All other work may be assigned to Subcontractors that are part of the Contractor Team.

In the Proposal, the Contractor shall identify all Subcontractors that are expected to provide at least ten percent (10%) of the contract value. Throughout the life of the Contract, the Contractor shall identify all additional Subcontractors to be involved in the Project. Any Subcontract must be subject to the terms and conditions of the RFP Documents, including but not limited to, Appendix H: *State of New Hampshire Terms and Conditions* and Appendix H-25: *General Contract Requirements* herein. For the purposes of this Contract, "Subcontractor" shall mean any first, second, or third tier subcontractor and any subconsultants.

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

#### **1.5 DOCUMENTS COMPRISING THE RFP**

The RFP Documents consist of the volumes listed below, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented.

- A) Book 1 – This RFP, including all exhibits, forms, and Appendices;
- B) Book 2 – The Technical Provisions, including all Appendices;
- C) Book 3 – All Special Provisions, either as provided by the Owners or as developed by the Contractor and approved by the Owners;

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- D) Book 4 – The 30% Conceptual Plans: the 30% Conceptual Plans are provided as a conceptual design to guide the Contractor in developing the Technical Proposal and Cost Proposal and towards the submission of the Preliminary System Design (PSD) as defined in Book 2 – Technical Provisions;
- E) Supporting Documentation – Refer to Section 1.5.1 for Supporting Documentation; and
- F) Specifications, Standards, Guidelines, and Best Practices – Refer to Section 1.5.2 for Additional Specifications, Standards, and Guidance Documents.

**1.5.1 SUPPORTING DOCUMENTATION**

The Supporting Documents for this RFP are available on the New Hampshire Department of Administrative Services (NHDAS) website and are listed below. These documents are provided to the Contractors as advisory guidelines to support the development of the Technical Proposals and the Project.

- 1) TSMO Bureau Five-Year Strategic Plan, 2020-2024 (NHDAS Attachment 14)
- 2) HLB Feasibility Study (NHDAS Attachment 15)
- 3) HLB PTSU Concept of Operations (ConOps) Document (NHDAS Attachment 16)
- 4) NH DoIT Network Device Security Policy (NHDAS Attachment 17)
- 5) TMC/TMCC Access Security Requirements/Protocols (NHDAS Attachment 18)
- 6) NEPA Programmatic Categorical Exclusion (MaineDOT) (NHDAS Attachment 19)
- 7) NHDOT Adoption of Environmental Document (NHDAS Attachment 20)
- 8) NHDOT Request for Approval to Use UAS (AERO D1 Form 1) (NHDAS Attachment 21)
- 9) MTA Unmanned Aircraft System (UAS) Policy (NHDAS Attachment 22)
- 10) MaineDOT Unmanned Aircraft System (UAS) Policy and Procedures (NHDAS Attachment 23)
- 11) GZA Geotechnical Design Basis High Priority Group
- 12) GZA Geotechnical Design Basis Memo for Remaining Structures
- 13) High Level Bridge Record As Built Plans
- 14) High Level Bridge Rehabilitation Project Plans
- 15) Southwest Research Institute Budgetary Estimate for Software Development, User Interface Design, and Testing

**1.5.2 ADDITIONAL SPECIFICATIONS, STANDARDS, AND GUIDANCE DOCUMENTS**

The standards, guidelines, and best practices in the documents listed below shall be applicable to the design and construction of the Project. This list is not intended to represent a comprehensive list of all requirements. Additional documents and standards may apply. It is the responsibility of the Contractor to obtain these documents, at their own expense, and adhere to any applicable standards, guidelines, and best practices found therein. Where “latest edition” or “latest version” is referenced, it is defined to mean the edition or version that was most recently published and available at the time of the RFP advertisement.

- 1) AASHTO – A Policy on Geometric Design of Highways and Streets, latest edition
- 2) AASHTO – LRFD Bridge Design Specifications, latest edition

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- 3) AASHTO – Standard Specifications for Highway Bridges, latest edition
- 4) AASHTO – Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013 edition with all published interims
- 5) AASHTO – LRFD Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, latest edition with all published interims
- 6) AASHTO – LRFD Movable Highway Bridge Design Specifications, latest edition with all published interims
- 7) AASHTO – Roadside Design Guide, latest edition
- 8) AASHTO – Manual for Assessing Safety Hardware (MASH), 2016 edition
- 9) Federal Highway Administration - Standard Highway Signs Book, 2004 edition with 2012 Supplement.
- 10) Federal Highway Administration - Manual on Uniform Traffic Control Devices, 2009 edition
- 11) Maine Department of Transportation – Standard Specifications, 2020 edition with all published Supplemental Specifications
- 12) Maine Department of Transportation – Standard Details, 2020 edition
- 13) Maine Department of Transportation – Best Management Practices for Erosion & Sedimentation Control, 2008 edition
- 14) Maine Turnpike Authority – MTA 2018 Traffic Control Plans
- 15) New Hampshire Department of Transportation - Bridge Design Manual, latest version.
- 16) New Hampshire Department of Transportation- Highway Design Manuals, Volumes 1 & 2, latest version
- 17) New Hampshire Department of Transportation - Standard Specifications for Road and Bridge Construction, 2016 edition with all published Supplemental Specifications (**Note: The Contract shall be governed by the approved contract, the RFP Documents, and the NHDOT Standard Specifications; see Section 1.6 for hierarchy**)
- 18) New Hampshire Department of Transportation - Standard Plans for Road Construction, latest on-line edition (see <http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/index.htm>)
- 19) New Hampshire Department of Transportation – Manual on Drainage Design for Highways, latest version
- 20) New Hampshire Department of Transportation – Utility Accommodation Manual, latest version
- 21) New Hampshire Department of Transportation - Construction Manual, latest version.
- 22) New Hampshire Department of Transportation – Survey Manual, latest version
- 23) New Hampshire Department of Transportation - Right of Way Manual, latest version.
- 24) New Hampshire Department of Transportation – “Traffic Control Procedural Guideline for the Bureau of Turnpikes”
- 25) New Hampshire Department of Transportation – “Flagger and Uniformed Officer Use in Work Zones – Guidelines and Policy”
- 26) New Hampshire Department of Transportation – “Work Zone Safety and Mobility Policy – Guidelines”
- 27) New Hampshire Department of Transportation – “Positive Protection Guidance for Work Zones”

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- 28) New Hampshire Department of Transportation - CADD Procedures and Requirements, latest version.
- 29) New Hampshire Department of Transportation - Wetland Permit Process Manual, latest version
- 30) New Hampshire Department of Transportation – Environmental Process Manual, latest version
- 31) Existing DOT/FCC Authorizations
- 32) 47 C.F.R. Part 15, Part 90 and Part 101
- 33) Utility Company standards, guidelines, details, and requirements as published by each utility.
- 34) Published standards of the National Transportation Communications for ITS Protocol (NTCIP) on the NTCIP web site: <http://ntcip.org>
- 35) Additional manuals, policies, guidelines, and information may be available on the MaineDOT web site: <https://www.maine.gov/mdot/contractors/publications/>
- 36) Additional manuals, policies, guidelines, and information may be available on the MTA web site: <https://www.maineturnpike.com/Projects/Construction-Contracts.aspx>
- 37) Additional specifications, manuals, policies, guidelines and information may be available on the NHDOT web site: <http://www.nh.gov/dot>

**1.6 COORDINATION OF RFP DOCUMENTS, SUPPORTING DOCUMENTS, AND ADDITIONAL SPECIFICATIONS, STANDARDS, AND GUIDANCE DOCUMENTS**

The RFP Documents, Supporting Documents, Specifications, Standards, and Guidance documents are essential parts of the Project and a requirement within any one is as binding as though it occurs in all. In case of discrepancy between these documents, the prevailing requirement will be based on the order below, in descending order with the highest requirement listed first:

- 1) Executed Contract
- 2) RFP Documents
  - a. Book 2 - Technical Provisions
  - b. Book 3 - Special Provisions
  - c. Book 1 - RFP
  - d. Book 4 - 30% Conceptual Plans
- 3) NHDOT Standard Specifications, Standard Plans, and Guidance Documents
- 4) All other New Hampshire Specifications, Standards, and Guidance Documents
- 5) MaineDOT and MTA Specifications, Standards, and Guidance Documents
- 6) Federal Specifications, Standards, and Guidance Documents
- 7) Any other Specifications and Guidance Materials listed in Section 1.5.2 Additional Specifications, Standards and Guidance Documents
- 8) Supporting Documentation

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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 written NTP.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP Documents released to Contractors (on or about)	February 17, 2021	
Contractor Inquiry Period begins (on or about)	February 17, 2021	
Deadline for Interested Contractors to request the State to schedule a Mandatory Confidential One-on-One Contractor Conference	March 4, 2021	3:00 p.m. EST
Mandatory Confidential One-on-One Contractor Conferences, via Zoom Conference Call (by invitation and appointment)	March 15-17, 2021	Times TBD
Deadline to Submit Confidential Conceptual Alternative Technical Concepts (ATCs)	March 26, 2021	3:00 p.m. EST
Owners' Responses to Conceptual ATCs	April 6, 2021	
Contractor Inquiry Period ends (final inquiries due)	April 16, 2021	3:00 p.m. EST
Final Owner Responses to Contractor inquiries	April 22, 2021	
Deadline for Technical Proposal submission	May 12, 2021	3:00 p.m. EST
Deadline for Cost Proposal submission	May 17, 2021	3:00 p.m. EST
Invitations for oral presentations	May 12, 2021	
Contractor presentations/discussion sessions/interviews	May 19, 2021	Times TBD
<del>Public Bid</del> Opening of Cost Proposals	May 25, 2021	2:00 p.m. EST
Anticipated Governor and Council approval	August 18, 2021	
Anticipated Notice to Proceed #1 (NTP1)	August 20, 2021	

Upon execution of a Contract and following NTP1, the Contractor is expected to progress the work in an efficient and expeditious manner to achieve Final System Acceptance on or before the Completion Date. This Contract will be governed by a calendar completion date. There shall be no extension of the Completion Date due to unfavorable weather or ground conditions (see Special Provision to 108.07).

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Final System Acceptance shall be achieved when the PTSU System is fully deployed, fully operational on each of the Owners' systems, fully tested and accepted in accordance with the Contract and RFP, and all necessary documentation has been fully submitted and approved by the Owners. The State Project Manager will indicate the date of Final System Acceptance in writing.

The Project also includes an intermediate completion date. The PTSU System shall be ready for Operational Testing on or before the Substantial Completion Date. The Project will be considered Substantially Complete when the following conditions have been met:

- All subsystem equipment and hardware has been deployed and approved.
- All communications system equipment and hardware has been installed and approved.
- All standalone tests and subsystem tests have been completed to the satisfaction of the Owners.
- The PTSU System is deployed and fully operational within New England Compass and is available to each of the Owners via New England Compass.
- The Contractor Project Manager shall provide written certification that all requirements to begin Operational Testing are completed and shall request a declaration of Substantial Completion from the State.

The following conditions are not required to be met for Substantial Completion but are required to be met for Final System Acceptance:

- Completion and approval of MVDS Validation Testing.
- Completion and approval of CCTV Nighttime Testing.
- Submission of system training plans and sample training materials.
- Performance of system training.
- Submission of all as-built and other required documentation.

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### **3. SYSTEM REQUIREMENTS AND DELIVERABLES**

#### **3.1 SOFTWARE**

Each Proposal must present Software integration that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*. The software shall be compatible and integrated into the New England Compass ATMS. The Owners have negotiated a scope of services and fixed price with SwRI to develop and integrate the required software. The Contractor shall be responsible for providing any supporting data and other integration services in cooperation with SwRI. If the Contractor's Proposal includes hardware that is not currently supported by the New England Compass ATMS, the Contractor shall be responsible for writing the software code necessary to integrate the required hardware to functionally operate the system. This may include contracting with SwRI to produce the necessary software coding to integrate the new devices.

The MaineDOT and MTA requires Axis Camera Station licenses for every CCTV included in the project. The NHDOT requires Milestone licenses for each CCTV included in the project. The NHDOT uses Milestone XProtect Corporate Edition for viewing CCTV camera streams. Each NHDOT server has a full installation of Milestone XProtect Corporate Edition including the Management Server, Event Server, Recording Server, and Log Server, but all the components are installed on one Windows 2016 server. The Management Server handles user authentication and authorization to allow viewing, recording playback and other related functions within the application. NOTE: Recording video from CCTVs north of the HLB is strictly prohibited. There is a Windows 10 viewing PC at the NHDOT Bridge Operation Center to allow authorized users to view live or recorded video. The ports used by the system will be provided to the awarded Contractor. A point of contact will be provided to the Contractor to purchase the required Milestone device licenses upon request.

#### **3.2 REQUIREMENTS**

**3.2.1 Appendix B:** *Minimum Standards for Proposal Consideration*, compliance with System requirements, use of proposed software as a service (SAAS) Software, Contractor Implementation experience, and proposed Project Team.

**3.2.2 Appendix C:** *System Requirements and Deliverables*, for scope of work, requirements, and Deliverables.

**3.2.3 Appendix D:** *Mandatory Narrative Responses* describing the Contractor's understanding of the project and project approach to the System Solution.

**3.2.4 Appendix E:** *Standards for Describing Contractor's Qualifications* including Contractor corporate qualifications, team organization and Key Personnel, Project Manager candidate's qualifications, and other Key Personnel candidates' qualifications.

#### **3.3 DELIVERABLES**

The State classifies Deliverables into three (3) categories: Written Deliverables, Hardware Deliverables, and Other Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*.

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#### 4. INSTRUCTIONS

##### 4.1 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

Technical Proposals and Cost Proposals submitted in response to this RFP must be received by the NHDOT Bureau of Transportation Systems Management and Operations (TSMO) no later than the time and date specified in Section 2: *Schedule of Events*. Original Proposals and digital media must be addressed to:

Shipped Federal Express (FedEx) or United Parcel Service (UPS)

**NHDOT – TSMO  
ATTN: Charles Blackman, PE  
110 Smokey Bear Blvd  
Concord, NH 03301**

Shipped United States Postal Service (USPS)

**NHDOT – TSMO  
ATTN: Charles Blackman, PE  
PO Box 483  
Concord, NH 03302-0483**

Cartons containing Technical Proposals must be clearly marked as follows:

**NHDOT - TSMO  
RESPONSE TO  
NHDOT RFP 2021-003  
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FROM [CONTRACTOR TEAM]**

Cartons containing Cost Proposals must be clearly marked as follows:

**NHDOT - TSMO  
COST PROPOSAL FOR  
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FROM [CONTRACTOR TEAM]**

As an alternative, the Contractor may arrange for hand-delivery of project deliverables to the State Project Manager upon appointment. The Contractor shall arrange for delivery appointment not later than four hours prior to the submittal deadline.

**Late submissions will not be accepted and will remain unopened.** Delivery of the Proposals shall be at the Contractor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the NHDOT Bureau of TSMO 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 Contractor's responsibility.

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

The Owners reserve the right to reject any and all Proposals and to waive informalities and minor irregularities in Proposals received and to accept any portion of a Proposal or all items bid if deemed to be in the best interest of the Owners to do so by the Assistant Administrator of the NHDOT Bureau of TSMO.

The Technical Proposals submitted in response to this RFP must consist of:

- a. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Contractor and shall be marked “ORIGINAL.”
- b. One (1) original print of the Technical Proposal, bound, including all required attachments.
- c. Three (3) electronic copies of all Technical Proposal materials on digital storage systems (CD ROM, DVD ROM, or USB flash drive) in MS WORD or searchable PDF format. Electronic media will not be returned.

The Cost Proposals submitted in response to this RFP must consist of:

- a. One (1) original and five (5) clearly identified copies of the Cost Proposal which shall be packaged independently of the Technical Proposal and sealed.
- b. One (1) electronic copy of all Cost Proposal materials on a digital storage system (CD ROM, DVD ROM, or USB flash drive) in MS Excel or searchable PDF format. Electronic media will not be returned.

The Cost Proposal original and all copies shall be bound separately, delivered in sealed containers, and must be permanently marked and labeled clearly and sealed separately from the Technical Proposal. Each Cost Proposal (one (1) original and five (5) clearly identified copies) must be bound separately and delivered in a separate sealed container from the Technical Proposal.

A Contractor’s disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

#### **4.2 PROPOSAL WITHDRAWAL**

The Contractor may withdraw its Proposal at any time prior to the execution of any resulting Contract indicated in Section 2: Schedule of Events. Such withdrawal must be made in writing and signed by the Contractor Team’s Authorized Representative. A withdrawal of a Proposal prior to the submission deadline will not prejudice the right of the Contractor to submit a new Proposal, provided that the new Technical Proposal and/or Cost Proposal is received prior to the respective Proposal submission deadline.

#### **4.3 PROPOSAL INQUIRIES**

Contractors shall be responsible for reviewing the RFP Documents and any Addenda issued by the State prior to the end of the Proposal Submission deadline (see Section 2: Schedule of Events) and shall be responsible for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Contractor fails to understand.

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All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any requests for changes to the RFP, shall be provided in writing via email citing “RFP 2021-003” in the subject line, with a referenced Book, section, page, and paragraph related to each question and submitted to the following RFP State Point of Contact:

E-Mail: Charles.E.Blackman@dot.nh.gov

During the Contractor Inquiry Period (see Section 2: *Schedule of Events*), Contractors are encouraged to submit questions and requests for clarification; however, the State assumes no liability for assuring accurate/complete email transmission/receipt. All other written correspondence related to this RFP shall include the RFP number and RFP title on each sheet of the correspondence. The RFP State Point of Contact will provide a reply email to acknowledge receipt of an email, provided the email is time stamped within the Contractor Inquiry Period.

The State will only consider inquiries from the Contractor Team’s Authorized Representative. Such inquiries may be submitted at any time during the Contractor Inquiry Period but must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Contractor Inquiry Period (see Section 2: *Schedule of Events*) or such later date that is specified in any Addendum. Inquiries received later than the conclusion of the Contractor Inquiry Period shall not be considered properly submitted and will not be considered.

Questions and comments shall: (a) be sequentially numbered; (b) reference the specific RFP Documents and/or supporting document unless the comment is of a general nature; (c) not identify the Contractor’s identity in the body of the question; and (d) not contain confidential or proprietary information. The State Point of Contact may contact the Contractor to clarify a question.

The Owners intend 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 Owners’ discretion. The Owners may consolidate and/or paraphrase questions for sufficiency and clarity or to consolidate multiple similar questions. 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. To the extent written responses are provided, they will be considered part of the Contract Documents. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing and posted as an Addendum to the New Hampshire Department of Administrative Services (DAS) website. The RFP documentation may also be found on the NHDOT website; however, in the case of any discrepancy between the DAS website and the NHDOT website, the official documents are those found on the DAS website.

**4.3.1 RESTRICTION OF CONTACT WITH OWNER EMPLOYEES**

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

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#### **4.4 MANDATORY CONFIDENTIAL ONE-ON-ONE CONTRACTOR CONFERENCE**

A Mandatory and confidential one-on-one Contractor Conference will be held with each Contractor that expresses an intent to submit a Proposal. The one-on-one conference will be hosted by the Owners via a Zoom conference call.

All Contractors who intend to submit Proposals shall attend the Mandatory Confidential One-on-One Contractor Conference. Proposals submitted by any Contractor Team that does not attend a Mandatory Confidential One-on-One Contractor Conference will be rejected and remain unopened.

The Contractor Team's Authorized Representative is required to request the conference call invitation via email to the State Point of Contact on or before the date identified in Section 2: *Schedule of Events*, indicating the approximate number of individuals who will attend the conference call. An invitation and link to the teleconference Zoom meeting will be sent to the Contractor Team's Authorized Representative at least three business days prior to the scheduled call. The Contractor Team's Authorized Representative will be responsible for sharing the conference call invitation link and information with any other members of the Contractor Team, up to a maximum limit of 20 connections. There will be no physical location for this meeting.

The purpose of this conference is to:

- Allow the Owners to introduce the Project to each Contractor Team;
- Provide an opportunity for the Contractor Team to ask questions about the RFP Documents including a request for clarification of the RFP language, a request for changes to the RFP, and suggestions or changes to the RFP that could improve competition or lower the offered cost; and
- Provide a pre-proposal opportunity for the Contractor Team to confidentially discuss any potential Alternative Technical Concepts (ATCs) that the Contractor Team is considering (refer to Appendix C-2 for additional information on the Conceptual ATCs).

Nothing stated at any Contractor Conference will be recorded (audio or written) by the Owners. The Owners will not discuss or share any information about any Contractor Team's questions or Conceptual ATCs with any other Contractor Team; however, the Owners reserve the right to change the RFP Documents via Addendum based on information/issues raised during the one-on-one Contractor Conferences. The Contractors shall not seek to obtain a commitment from the Owners during these Contractor Conferences nor otherwise seek to obtain an unfair competitive advantage over any other Contractor Team. The intent of the Contractor Conference is to provide an open and confidential forum for the Contractor Team and the Owners to discuss specific aspects of the RFP and to discuss the applicability, merits, and value of any Conceptual ATCs the Contractor is considering proposing.

Contractor Teams are expected to be prepared to have an open dialogue with the Owners during the Contractor Conference. Contractors may email confidential inquiry topics to the State Point of Contact prior to the scheduled One-on-One Contractor Conference; however, no responses will be given prior to the scheduled Contractor Conference. The Owners may express opinions and responses to the Contractor's questions; however, any oral responses provided by the Owners during the Contractor Conferences will not be binding and may not be relied upon unless the questions are provided in writing in accordance with Section 4.3 Proposal Inquiries. The Owners may recommend

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that the Contractor submit questions in writing to obtain a formal Owner response. Proposal inquiries are not subject to the same confidentiality as the Contractor Conferences or the Conceptual ATC Submission and Owner Response. Inquiry responses will be provided in writing to all Contractor Teams.

The Owners' final response to Contractor inquiries and any requested changes to RFP documents or terms and conditions raised during the Contractor Inquiry Period will be posted to the website by the date specified as the final State responses to Contractor inquiries as specified in Section 2: *Schedule of Events*. Contractors are responsible for any costs associated with attending the Contractor Conference.

#### **4.5 ALTERATION OF RFP**

The original RFP Documents are on file with the State of New Hampshire, Department of Administrative Services (NH DAS). Electronic versions of the RFP Documents will be available to download from the NH DAS website. No printed copies will be provided to any Contractors. Any alteration to these RFP Documents or any file associated with this RFP, except those forms that are expressly indicated for revision by the Contractor, is prohibited. Any such changes may result in a Proposal being rejected.

#### **4.6 RFP ADDENDUM**

The Owners reserve the right, at their sole discretion, to amend the RFP Documents prior to the Proposal submission deadline. Any Addendum issued in response to the RFP will be posted to the NH DAS website and the Contractor Team's Authorized Representative will be notified of each published Addendum by the State Project Manager. 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.

The Contractor shall acknowledge in its Proposal Letter receipt of all Addenda. Failure to acknowledge such receipt may cause the Proposal to be rejected as non-responsive.

#### **4.7 NON-COLLUSION**

The Contractor'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 Contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

#### **4.8 VALIDITY OF PROPOSAL**

Proposals must be valid for one hundred 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. The Contractor may elect, at its sole discretion, to extend the validity of its Proposal beyond the time periods indicated.

#### **4.9 PROPERTY OF THE OWNERS**

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



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**4.10 CONFIDENTIALITY OF A PROPOSAL**

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

**4.11 PUBLIC DISCLOSURE**

Subject to applicable law or regulations in New Hampshire and Maine and any exception noted below, the content of each Contractor's Proposal shall become public information upon the Effective Date of any resulting Contract.

Any information submitted as part of a response to this RFP may be subject to public disclosure under New Hampshire [RSA chapter 91-A: Access to Governmental Records and Meetings](#). In addition, in accordance with New Hampshire 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 New Hampshire [RSA chapter 91-A:5, IV: Exemptions](#). 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 agency, 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, Contractor 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 the New Hampshire Governor and Executive Council of the resulting Contract, as determined by the State, including but not limited to, New Hampshire [RSA chapter 91-A: Access to Governmental Records and Meetings](#) (Right to Know Law). The Owners 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 Owners to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the Owners will notify the Contractor of the request and of the date that the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The Owners will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor 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 Contractors.

**4.12 SECURITY**

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

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

**4.13 NON-COMMITMENT**

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The Owners reserve the right, at their 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.

**4.14 PROPOSAL PREPARATION COST**

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

**4.15 ORAL PRESENTATIONS/INTERVIEWS AND DISCUSSION**

The Owners reserve the right to require Contractors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the Contractor's System Integrator proposed to work with SwRI to integrate the PTSU module. All costs associated with oral presentations/interviews shall be borne entirely by the Contractor. It is anticipated that Contractors that meet the minimum requirements for Proposal submissions will be invited to attend an interview to make oral presentations of their Proposals to refine and finalize the technical scores.

**4.16 REQUIRED CONTRACT TERMS AND CONDITIONS**

By submitting a Proposal, the Contractor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein and the NHDOT's *Standard Specifications for Road and Bridge Construction* 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 Contractor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Contractor's Proposal.

**4.17 TECHNICAL AND COST PROPOSAL FORMAT**

Proposals should follow the following formatting:

- The original Technical Proposal should be provided in a three-ring binder.
- The original Proposals shall be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of not less than one (1) inch.
- The Technical Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposals should include a page number and the number of total pages and identification of the Contractor in the page footer.
- Tabs should separate each section of the Technical Proposal.
- The Technical Proposal shall adhere to a maximum page limit of 50 single-sided pages in response to this RFP. Items cited to be included in the Technical Proposal Appendix, the proposal cover, transmittal letter, table of contents, tabs, and glossary **shall not count** toward the 50-page limit.
- The Cost Proposal shall be bound and sealed separated from the remainder of the proposal. The Cost Proposal **shall not count** towards the 50-page proposal limit; however, the Cost Proposal

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shall be limited to four (4) single-sided pages. The pages of the Cost Proposal shall follow the same requirements as the Technical Proposal for paper, font, page formatting, and page numbering.

Exceptions for paper and font sizes are permissible for: graphical exhibits only, which may be printed on white paper with dimensions of up to 11 by 17 inches; the copies of the RFP Documents included in Sections V and VI, which may be printed on double-sided pages; and material provided in Appendices. All graphical exhibits **shall count** towards the 50-page Technical Proposal limit and shall be numbered accordingly. The copies of the RFP Documents **shall not count** toward the 50-page limit.

#### **4.18 TECHNICAL PROPOSAL ORGANIZATION**

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Proposal Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Statement of Project Understanding
- **Section II:** Contractor's Qualifications
- **Section III:** Management Summary and Key Personnel
- **Section IV:** Work Plan
- **Section V:** Copy of Book 1 – Request for Proposals (RFP) of the RFP Documents and any signed Addenda
- **Section VI:** Copy of Book 2 – Technical Provisions of the RFP Documents
- **Section VII:** Appendix, which shall include a Glossary of Terms and Abbreviations specific to the Technical Proposal

##### **4.18.1 COVER PAGE**

The first page of the Contractor's Technical Proposal and Cost Proposal should be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**  
**BUREAU OF TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS**

**RESPONSE TO NHDOT RFP 2021-003**  
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The cover page should also include the Contractor's name, name of the Contractor Team's Authorized Representative, contact telephone number, address, city, State, zip code, and email address. In addition to the Contractor's name, the cover page should list major subcontractors, defined as those Subcontractors responsible for at least ten percent (10%) of the total value of the work.

##### **4.18.2 TRANSMITTAL FORM LETTER**

The Contractor must submit a signed Transmittal Form Letter with their Technical Proposal and Cost Proposal using the Transmittal Form Letter template provided herewith. Contractors

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will be provided an electronic version of the Transmittal Form Letter. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

*Remainder of this page intentionally left blank*

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**State of New Hampshire Proposal Transmittal Form Letter**

**To:** NHDOT State Point of Contact: Charles Blackman, PE  
Email: [Charles.E.Blackman@dot.nh.gov](mailto:Charles.E.Blackman@dot.nh.gov)

**RE:** Proposal Name: I-95 (HIGH LEVEL BRIDGE) PART-TIME SHOULDER USE (PTSU) SYSTEM  
Proposal Number: NHDOT RFP 2021-003  
Technical Proposal Due Date and Time: May 12, 2021 at 3:00 p.m. EST  
Cost Proposal Due Date and Time: May 17, 2021 at 3:00 p.m. EST

Dear Sir:

Contractor Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in [RFP NHDOT 2021-003: I-95 \(HIGH LEVEL BRIDGE\) PART-TIME SHOULDER USE \(PTSU\) SYSTEM](#) at the price(s) quoted in Contractor Response Cost Proposal, and Appendix F: *Pricing Worksheets*, 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*.

Company Signor: \_\_\_\_\_ is authorized to legally obligate

Contractor Team: \_\_\_\_\_.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Appendix H: *State of New Hampshire Terms and Conditions*, which shall form the basis of any Contract resulting from this RFP; No new 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 180 days or until the Effective Date of any resulting Contract.

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

The Contractor has read and included a copy of NHDOT RFP 2021-003 Book 1 and Book 2 and any subsequent signed Addendum (a).

Our Contractor Team's Authorized Representative is

\_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_

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**4.18.3 TABLE OF CONTENTS**

The Contractor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

**4.18.4 SECTION I: STATEMENT OF PROJECT UNDERSTANDING**

The Contractor must state in their own words the purpose and need of the project and the services required by this RFP. This section must not exceed three (3) pages and shall include all mandatory information listed in Appendix D-2 *Statement of Project Understanding*.

**4.18.5 SECTION II: CONTRACTOR'S QUALIFICATIONS**

The Contractor must identify the proposed Contract Team including anticipated major subcontractors, subconsultants, and suppliers. This Section must include the defined role of each major firm on the Project. Major firms should include the ITS/Communications Contractor, Civil Construction Contractor (if separate from the ITS/Communications Contractor), Design Consultant, Structural Engineering Consultant (if separate from the Design Consultant), Geotechnical Consultant (if separate from the Design Consultant), Environmental Consultant (if separate from the Design Consultant), any Disadvantaged Business Enterprises (DBE) and Minority/Veteran/Women-Owned Business Enterprises (M/V/WBE), and all other team members expected to provide at least ten percent (10%) of the contract value.

The Contractor must provide a high-level description of each firm's organization and staff size and discuss each firm's financial ability to undertake a project of this size, including bonding responsibility and capabilities as appropriate. This Section must document that the Contractor Team has the requisite knowledge, experience, and ability to satisfactorily perform and provide the hardware deployment and installations, the communications design and construction, the system integration support, the relevant civil design and construction, temporary traffic control, and the experience with coordination of work with adjacent highway construction contractors, including the contractor rehabilitating the HLB (SPS) responsible for civil construction, final paving and striping Exit 7 in New Hampshire to Exit 3 in Maine and the contractor responsible for the pavement resurfacing and final striping in New Hampshire from Exit 5 to the HLB (to be determined).

This Section should provide a corporate overview, litigation and citation information, prior project descriptions, and existing commitments of all firms proposed to participate in the Project. Mandatory specific information to be provided is described in Appendix E: *Standards for Describing Contractor's Qualifications* - Section E-1: *Required Information on Contractor's Qualifications*.

**4.18.6 SECTION III: MANAGEMENT SUMMARY AND KEY PERSONNEL**

This Section must be used to provide required information on how the Project will be managed by the Contractor. This Section shall also include qualifications of the Contractor Team's Key Personnel. Specific information to be provided is described in Appendix E: *Standards for Describing Contractor Qualifications* - Sections: E-2: *Team Organization and Designation of*

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*Key Personnel; E-3: Candidates for Project Manager; and E-4: Candidates for Key Personnel Roles.*

The Contractor must provide names, associated company, and qualifications for the proposed Key Personnel required for the Proposal. Requirements for these Key Personnel are more thoroughly described in Appendix E: *Standards for Describing Contractor's Qualifications* - Section: E-2: *Team Organization and Designation of Key Personnel*.

The Owners expect that the Key Personnel included in the Proposal will remain with the Project in the assigned roles for the life of the Project through Final System Acceptance, or until their assigned role is completed. Changes to the Key Personnel after Contract award are strongly discouraged. Requested changes/substitutions for the Key Personnel after Contract award shall be submitted in writing to the Owners, along with a resume for the proposed replacement personnel. Any substitution for Key Personnel shall have similar and equivalent qualifications for the assigned role. The Owners shall have the sole authority to determine if a proposed substitution for a Key Personnel role is qualified. Failure to maintain qualified Key Personnel throughout the Contact Term shall be considered a breach of Contract.

- Project Manager
- Engineer of Record (shall be a Professional Engineer licensed in the State of New Hampshire and State of Maine; or, may be shared between two individuals, with one being licensed in one of the states and the other being licensed in the other state)
- Design Quality Control (DQC) Manager (shall be a Professional Engineer licensed in the State of New Hampshire and the State of Maine)
- Geotechnical Engineer (shall be a Professional Engineer licensed in the State of New Hampshire and State of Maine; or, may be shared between two individuals, with one being licensed in one of the states and the other being licensed in the other state)
- Structural Engineer (shall be a Professional Engineer licensed in the State of New Hampshire and State of Maine; or, may be shared between two individuals, with one being licensed in one of the states and the other being licensed in the other state)
- Communications Engineer
- Environmental Manager (should be a State of New Hampshire Certified Wetland Scientist (CWS))
- Construction Supervisor (or Superintendent)
- Construction Quality Control (CQC) Manager
- Traffic Control Supervisor
- Systems Engineer/Systems Integrator

#### **4.18.7 SECTION IV: WORK PLAN**

The Contractor must describe the work plan for designing and deploying the PTSU system. See Appendix D-3 *Mandatory Narrative Responses* for detailed requirements for this Section. The work plan should contain the following sections:

1. Technical Approach

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- a. System Requirements
  - b. System Performance
  - c. Project Schedule
  - d. Quality Control
2. Long Lead Time Item Procurement
  3. Communications Systems Design, Deployment, and Testing
  4. System Integration
  5. Innovative Aspects and Alternative Technical Concept (ATC) proposals
  6. Maintenance and Warranty Period

**4.18.8 SECTION V: COPY OF BOOK 1 – REQUEST FOR PROPOSALS (RFP)**

The original Technical Proposal shall include a full copy of Book 1 – Request for Proposals (RFP) of the RFP Documents. This section shall also include any signed Addendum (a). The digital copies of the proposal shall include one file with Sections V and VI and one without these sections, clearly labeled.

**4.18.9 SECTION VI: COPY OF BOOK 2 – TECHNICAL PROVISIONS**

The original Technical Proposal shall include a full copy of Book 2 – Technical Provisions of the RFP Documents. The digital copies of the proposal shall include one file with Sections V and VI and one without these sections, clearly labeled.

**4.18.10 SECTION VII: APPENDIX**

This section provides for extra materials as referenced in Appendix D: *Mandatory Narrative Responses* such as Product Literature, Testing Information (for User Acceptance Test Plan) and sample Project materials. The Appendix should also include a glossary of terms and abbreviations used in the Contractor’s Technical Proposal. The Appendix (not including the glossary) must not exceed 50 pages.

**4.18.11 COST PROPOSAL**

The Cost Proposal must describe the proposed cost of the Contractor’s Technical Proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: *Pricing Worksheets*. The Cost Proposal shall also include the Proposal Security in the form of a Bid Bond valued at five percent (5%) of the Contractor’s total cost acceptable to the State.

**NOTE 1:** *Cost Proposal must become public information and as such shall not be made confidential or proprietary.*

**NOTE 2:** *Additional bonding requirements are included in Appendix G-3.*

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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 Lead Contractor and any Subcontractors, experience and qualifications of the Contractor’s Key Personnel, the Contractor’s Work Plan, and cost. The Owners intend to select the Contractor that offers the best value to NHDOT, MaineDOT, and MTA, considering technical suitability, price, and the other factors described in this Section.

If the Owners determine to make an award, the State will issue an intent to award notice to a Contractor based on these evaluations. Should the State be unable to reach agreement with the selected Contractor during Contract discussions, the Owners may then undertake Contract discussions with the second preferred Contractor and so on. Such discussions may continue at the sole option of the Owners, until an agreement is reached, or all Proposals are rejected.

The Owners will use a scoring scale of **1,000** points, which shall be applied to the System Solution as a whole. Points will be distributed among the following factors: Understanding of Project Need, Contractor’s Qualifications, Management Summary and Key Personnel, Work Plan, and Cost Proposal.

<b>CATEGORIES</b>	<b>POINTS AVAILABLE</b>
<b>TECHNICAL PROPOSAL – The technical proposal includes several sub-categories with a total maximum score of 700</b>	<b>700</b>
<b>Section I: Project Understanding</b>	<b>50</b>
<b>Section II: Contractor’s Qualifications</b>	<b>100</b>
<b>Section III: Management Summary and Key Personnel</b>	<b>200</b>
<b>Section IV: Work Plan</b>	<b>350</b>
<b>COST PROPOSAL – Total maximum score of 300</b>	<b>300</b>
<b>MAXIMUM AVAILABLE SCORE</b>	<b>1,000</b>

**5.2 RIGHTS OF THE OWNERS IN EVALUATING PROPOSALS**

The Owners reserve the right to:

- Consider any source of information including but not limited to: Owners’ employees knowledge, Internet research, and rating agencies, in evaluating Proposals;
- Omit any planned evaluation step if, in the Owners’ view, elimination of the evaluation step is in the best interest of the Owners for the proposal review;
- At their sole discretion, reject any and all Proposals at any time; and
- Open Contract discussions with the second highest scoring Contractor, continuing on to the next highest scoring Contractor until an agreement can be made, if the State is unable to reach an agreement on Contract terms with the highest scoring Contractor.

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### **5.3 PLANNED EVALUATION STEPS**

The Owners plan to use the following process:

- Initial screening for responsiveness and mandatory pass-fail criteria;
- Preliminary qualitative/technical scoring of the Technical Proposals;
- Conduct reference and background checks;
- Oral interviews; and
- Determine final best value evaluation of the Technical Proposals.

#### **5.3.1 INITIAL SCREENING**

The Owners will conduct an initial screening step to verify Contractor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Technical Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

#### **5.3.2 PRELIMINARY SCORING OF TECHNICAL PROPOSALS**

The Owners will establish an evaluation committee of qualified personnel from NHDOT, MaineDOT, and MTA to initially score Technical Proposals and conduct reference checks.

#### **5.3.3 REFERENCE AND BACKGROUND CHECKS**

The Owners will conduct reference and background checks on any member of the Contractor Team that the Owners determine is necessary to verify the confirm any aspect of the information contained in the Technical Proposal. The reference and background checks may also include consideration of information not contained within the Technical Proposal that the Owners determine is relevant to the best value evaluation of the Proposal.

#### **5.3.4 ORAL INTERVIEWS**

The Owners intend to invite all Contractor Teams that have met the minimum requirements and standards of the initial screening to conduct oral interviews. The purpose of oral interviews is to clarify and expound upon information provided in the written Technical Proposals. Contractors are prohibited from altering the basic substance of their Technical and Cost Proposals during the oral interviews.

The oral interviews are expected to be 90 minutes per Contractor Team. A structured agenda will be used for oral interviews to ensure a consistent approach with each Contractor Team. The Contractor Team will be given the opportunity to speak on behalf of their Proposal for a portion of the interview. The balance of the interview will consist of a question and answer period. It is the Owners intent to provide some, but not all, of the anticipated questions in advance of the interview. Information gained from oral interviews will be used to refine the Technical scores assigned from the initial review of the Technical Proposals.

#### **5.3.5 BEST AND FINAL OFFER**

The State will not be requesting a Best and Final Offer. The Cost Proposal constitutes the Contractor's offer, including pre-approved ATCs.

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**5.3.6 FINAL EVALUATION**

The Owners will conduct final evaluations as a culmination of the entire process of reviewing Contractor Proposals and information gathering. The final evaluation may include any or all information gathered from the Technical Proposal review, background and reference checks, and oral interviews.

**5.4 SCORING DETAIL**

The Owners intend to select a Contractor based upon the criteria and standards contained in this RFP, in accordance with the section weightings indicated. Oral interviews and reference checks may be used to refine and finalize the scores. The Contractor's Technical Proposal will be allocated a maximum score of 700 points. Each reviewer can award up to 700 points on the Technical Proposal. The final Technical Proposal score will be determined by a consensus of the Technical Review Team's individual scores. A minimum Technical Proposal score of **400 points** is required for the Owners to open the Cost Proposal.

**5.4.1 SCORING OF PROJECT UNDERSTANDING**

The Project Understanding section will be allocated a maximum score of 50 points. The main purpose of this section is to evaluate how well the Contractor understands the purpose, need, and goals for the Project. It is expected that the Contractor will not reiterate what is already in this RFP but rather will express in their own words their understanding of the project intent and goals.

**5.4.2 SCORING OF CONTRACTOR'S QUALIFICATIONS**

The Contractor's Qualifications will be allocated a maximum score of 100 points. The main purpose of this section is to evaluate the Contractor's experience with similar types of projects and the Contractor Team's experience working together on prior projects.

**Contractor's Previous Experience** – The Contractor's previous experience will be evaluated based on:

- Evidence of experience by the Lead Contractor (or Lead Contractors if a joint venture) with projects that are applicable to the proposed Project, including design, deployment, construction, system integration, and maintenance.
- Experience working with MaineDOT, MTA, and NHDOT.
- Positive references based on reference checks and subsequent follow-up by the Owners.

**Contractor Team Previous Experience** – The Contractor Team previous experience will be evaluated based on:

- Evidence of experience by the Subcontractors/Subconsultants with projects that are applicable to the proposed Project, including design, deployment, construction, system integration, and maintenance.
- Experience working with MaineDOT, MTA, and NHDOT.
- Positive references based on reference checks and subsequent follow-up by the Owners.

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**Prior Contractor Team Activity** – The Prior Contractor Team Activity will be evaluated based on:

- Evidence of experience by the Contractor Team members working with each other on previous projects. Prior projects that are applicable to the proposed Project, including design, deployment, construction, system integration, and maintenance, will be given higher consideration.
- Experience working in Maine and New Hampshire.

#### **5.4.3 SCORING OF MANAGEMENT SUMMARY AND KEY PERSONNEL**

The Contractor's Management Summary and Key Personnel will be allocated a maximum score of 200 points. The main purpose of this section is to evaluate the qualifications of the designated Project Manager, other Key Personnel, and additional resources available to the Contractor Team to determine their suitability for the proposed Project.

**Contractor Team's Management Summary** – The Management Summary will be evaluated based on:

- A summary of the Contractor Team's PMP as described in the Technical Provisions, Section 2 with a focus on:
  - General Project Management
  - Schedule and Cost Control Management
  - Design Management
  - Construction Management

**Project Manager Qualifications** – The Project Manager's Qualifications will be evaluated based on:

- Previous experience of the Project Manager with projects that are applicable to the proposed Project.
- Previous experience of the Project Manager working with MaineDOT, MTA, and/or NHDOT.
- Demonstration of the Project Manager's dedication to the project; show that the Project Manager's focus will be on this Project, performing project management, versus being assigned to duplicate roles on the Project.

**Other Key Personnel Qualifications** – The Other Key Personnel's Qualifications will be evaluated based on:

- Previous experience of the Key Personnel working with the Lead Contractor and/or the Project Manager on previous projects.
- Previous experience of the Key Personnel working with MaineDOT, MTA, and/or NHDOT.
- Experience of the Engineer of Record with projects that are applicable to the proposed Project. The designated Engineer of Record(s) must be licensed in both Maine and New Hampshire; if the Contractor Team is providing a separate Engineer of Record for each State, describe how the two Engineers of Record will coordinate on the Project.

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- Experience of the DQC Manager in implementing Quality Management Plans (QMP) and providing quality control (QC) oversight for ITS and/or transportation design projects in New England.
- Experience of the Geotechnical Engineer with the soils of southern Maine and the Seacoast area of New Hampshire. The designated Geotechnical Engineer(s) must be licensed in both Maine and New Hampshire; if the Contractor Team is providing a separate Geotechnical Engineer for each State, describe how the two Geotechnical Engineers will coordinate on the Project.
- Experience of the Structural Engineer with projects that are applicable to the proposed Project. The designated Structural Engineer(s) must be licensed in both Maine and New Hampshire; if the Contractor Team is providing a separate Structural Engineer for each State, describe how the two Structural Engineers will coordinate on the Project.
- Experience of the Communication Engineer with projects involving wide area IP networks, embedded software, licensed microwave wireless, cellular wireless, DSL, and single mode fiber optic cable.
- Experience of the Environmental Manager in navigating the environmental regulatory systems for the State of Maine and the State of New Hampshire on behalf of MaineDOT, MTA, and/or NHDOT. The Environmental Manager should be a Certified Wetland Scientist (CWS) in New Hampshire.
- Experience of the Construction Supervisor (or Superintendent) working on projects through MaineDOT, MTA, and/or NHDOT.
- Experience of the CQC Manager in implementing construction QMPs and providing QC oversight for ITS and/or transportation construction projects in New England.
- Experience of the Traffic Control Supervisor in developing and implementing traffic management plans for MaineDOT, MTA, and/or NHDOT; overseeing the layout of temporary traffic control on freeways; and coordinating traffic control with overlapping projects.
- Experience of the Systems Engineer/Systems Integrator with development of systems engineering documentation. Experience of the Systems Integrator with New England Compass ATMS or any SwRI ATMS system will be highly considered.

**Additional Resources Qualifications** – The Additional Resources Qualifications will be evaluated based on:

- Provision of an organization chart that clearly indicates the management structure of the Contractor Team.
- Describe the amount of time that the Key Personnel are available to the Project.
- Describe the physical location of the team members during the design, deployment, construction, testing, and maintenance portions of the work.
- Describe the additional personnel available to work on the Project during the design, deployment, construction, and maintenance phases of the work.

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#### **5.4.4 SCORING OF THE WORK PLAN**

The Contractor's Work Plan will be allocated a maximum score of 350 points. The main purpose of this section is to measure how well the Contractor's proposed System Solution meets the Project goals and the expectations of MaineDOT, MTA, and NHDOT.

##### **5.4.4.1 TECHNICAL APPROACH**

The Technical Approach evaluation will focus on these four areas:

1. System Requirements:
  - Describe how the Contractor's proposed System Solution will meet all of the Project requirements, including the documentation of the proposed system design and approach to the Work.
  - Demonstrate the Contractor's logical and thorough approach to design and system deployment
  - Document the Contractor's thoroughness in addressing the system requirements.
  - Provide evidence of experience with designing and constructing new commercial and private electric power distribution systems, including compliance grounding and bonding.
2. System Performance and Reliability: Document how the Contractor's experience with the system components will meet the system requirements. Include indication of how the system components meet or exceed the system requirements for performance and reliability.
3. Project Schedule:
  - Demonstrate the Contractor's ability to meet or exceed the scheduling requirements of the Project.
  - Demonstrate the Contractor's ability to deploy the System Solution safely and with a minimum of disruption to the traveling public.
  - Demonstrate a logical approach to Project phasing, deployment, testing, and transitions.
  - Provide a plan for coordinating the civil site work with the ITS technology construction.
  - Provide evidence of experience working in a multi-solution, multi-contractor, multi-jurisdiction environment including the ability to cooperate with other contractors in a restricted space and time.
4. Quality Control (QC):
  - Provide a summary of the Contractor's Quality Management Plan (QMP) as described in the Technical Provisions, Section 3 with a focus on design QC and construction QC.
  - Demonstrate the Contractor Team's use of established QC procedures throughout all phases of design, construction, testing, and integration.
  - Describe the Contractor's QC review process for the design of all plan sheets and associated calculations.
  - Describe the Contractor's QC methods for construction inspection, testing (materials and operations), and documentation of all construction activities.
  - Describe the Contractor's QC procedures for requests for information (RFI) and construction field design changes.

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- Describe the Contractor's QC procedures for as-built documentation.
- Demonstrate the Contractor's understanding of a complete quality assurance (QA) program for the projects that clarifies the differences between the Contractor's QC responsibility and the Owners' quality acceptance role.

**5.4.4.2 Long Lead Time Item Procurement** – The Long Lead Time Item Procurement evaluation will focus on:

- Logical design process to allow for acceleration of long lead time procurement.
- Contingency plan to address design changes to long lead time item procurement.
- Contingency plan to address unanticipated delays in the procurement process

**5.4.4.3 Communications System Design, Deployment, and Testing** – The Communication System Design evaluation will focus on:

- Experience in design of IP networked hybrid communications systems using wireless technologies (microwave radio and cellular networks), DSL, and fiber optic cabling.
- Experience designing/deploying redundant path licensed microwave wireless networks.
- Ability to work with and integrate legacy equipment into the Contractor's proposed Solution.
- The Contractor's understanding of networking and their ability to establish redundant path routing.
- The Contractor's willingness to work with the NH DoIT Network Operations Team to develop routing protocols for the proposed system.
- The Contractor's proposed Solution and how it contributes to improving the communications system uptime.
- The Contractor's understanding of network security.
- Demonstrated long range planning to address the potential to expand the system; is there evidence that the Solution is designed to grow with an expansion of the system to the north and south?
- Experience developing and following stand-alone, sub-system, and system integration testing procedures.

**5.4.4.4 System Integration** – The System Integration evaluation will focus on:

- Experience working with the New England Compass ATMS or other SwRI ATMS systems.
- System integration experience providing automated notifications and alarms from system hardware data to trigger manual action plans.

**5.4.4.5 Innovative Aspects and Potential Value Engineering** – The Innovation and Value Engineering evaluation will focus on:

- Meeting the spirit and intent of all of the System requirements.
- State's interest and perceived value of the innovations that the Contractor presents.
- State's estimated value of the Value Engineering alternatives.
- Innovations that improve the functionality and/or longevity or that simplify the maintenance of the proposed system hardware.

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- Innovations that improve the communications infrastructure along the corridor, with special consideration for innovations related to the communications across the three Piscataqua River Bridges network.
- Innovations that improve the reliability and robustness of the communications infrastructure within the Project limits.
- Evidence of innovation(s) to meet or exceed the system requirements to deliver the System Solution on time or earlier.

**5.4.4.6 Maintenance and Warranty Period** – The Maintenance and Warranty evaluation will focus on:

- Experience providing preventative and emergency maintenance and warranty service, particularly for ITS devices, communication systems, and specifically work on bridges.
- Access to under-bridge maintenance equipment for devices mounted below the bridge deck.
- Overall ease of access to proposed system equipment for continuing maintenance.
- Demonstration of ability to meet or exceed all maintenance services and warranty requirements as specified in the Technical Provisions.
- Innovation in the approach to preventative maintenance. Innovation means providing materials, operating efficiencies, and equipment that will reduce the long-term maintenance and operating expenses of the Project and enhance System performance and equipment component life.
- Demonstrated ability and willingness to maintain Contractor’s System and to coordinate the delivery of maintenance services in a manner that benefits the Owners.
- Demonstrated serviceability of components and the overall System. Serviceability is defined as the ease with which maintainers can remove, replace, and repair components with a goal of minimizing maintenance of traffic requirements, System and component downtime and resultant costs.
- Willingness to work with State personnel during maintenance efforts as informal training.

#### **5.4.5 SCORING OF THE COST PROPOSAL**

The Cost Proposal will be allocated a maximum score of 300 points. The Cost Proposal will only be opened and scored for those Contractors who receive a minimum score of 400 points on the Technical Proposal.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Contractor’s Cost Score = (Lowest Proposed Cost from all opened Cost Proposals / Contractor’s Proposed Cost) multiplied by the available 300 points.



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**5.5 DETERMINATION OF THE APPARENT SUCCESSFUL PROPOSER**

At the completion of the Proposal Scoring, the Proposal with the highest overall Total Proposal Score will be declared the Apparent Successful Proposer, contingent on the State's determination that the Proposal has met all of the required conditions for Contract Award.

**5.6 EVALUATION OF COST PROPOSAL BY COST PROPOSAL EVALUATION SUBCOMMITTEE**

After completion of the Technical Proposal evaluation, the Cost Proposal Evaluation Subcommittee (PPEC) will evaluate the Cost Proposal.

**5.6.1 COST PROPOSAL OPENING UNLESS CHANGED BY AMENDMENTS**

The Cost Proposals will be opened and the State will read the Proposal Price at the location, time, and date specified in the Project Requirements. ~~Proposers and their authorized agents, are invited to attend. Proposers are made aware that confidentiality is to be maintained until a final determination is made by the Owners. Per RSA 21-G:37 ((<http://www.gencourt.state.nh.us/rsa/html/i/21-g/21-g-mrg.htm>) the Public Bid Opening of the Cost Proposals will not be conducted in front of anyone outside of the Owner groups. The Proposers will not be allowed to view the bid openings.~~ The State's reading of the price and computation of overall Best-Value ratings at the opening does not constitute a final determination by the Owners of whether the Cost Proposal is responsive. The State may refuse to read Cost Proposals that are considered non-responsive.

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## **APPENDIX A: BACKGROUND INFORMATION**

### **A-1 DEPARTMENT OF TRANSPORTATION**

The NHDOT, in partnership with MaineDOT and MTA, is responsible for selection of a Contractor, oversight of the Contractor during design and construction, and operation of the system following Final System Acceptance.

The Project will be administered by NHDOT through the Bureau of Construction, with technical guidance and oversight provided by the NHDOT Bureau of TSMO, MaineDOT, and MTA.

Project Overview/Justification: The purpose of this Project is to relieve the recurring and non-recurring congestion along I-95/Maine Turnpike in the area of the High Level Bridge over the Piscataqua River during peak travel demand using operational ITS tools.

#### **Goals and Objectives for the I-95 (High Level Bridge) Part-Time Shoulder Use System:**

- Establish a dynamic part-time shoulder use (PTSU) system that allows the right shoulder(s) of I-95 to be used as a travel lane when activated
- Deploy remote IP visual data collection and monitoring
- Provide near-seamless transition from the existing traffic monitoring system to the proposed traffic monitoring system
- Deploy remote traffic volume and speed data collection and monitoring
- Deploy weather data collection and monitoring
- Deploy dynamic messaging systems to drivers along I-95
- Deploy a communications system to provide two-way data transmission between the field equipment and the Owners' TMCs/TMCC
- Integrate all remote data collection into the existing New England Compass ATMS for access by NHDOT, MaineDOT, and MTA
- Reduce traffic congestion along I-95
- Enhance highway safety
- Improve highway mobility
- Improve the reliability and robustness of the existing communication system to support this Project, with particular consideration to the existing microwave wireless architecture

### **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) and the Owners. DoIT coordinates the statewide Information Technology activities for New Hampshire while MaineDOT and MTA will coordinate the Information Technology activities for Maine.

#### **A-2.1 NEW HAMPSHIRE TECHNICAL ARCHITECTURE**

Components of New Hampshire's technical architecture include:

- NHDOT ITS Network: All of the New Hampshire ITS Networks are terminated at the Transportation Management Center (TMC) in Concord NH, to the ITS head end as a

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redundant firewall gateway between the State of New Hampshire Network and the NHDOT ITS Network. Additional information regarding the State of New Hampshire Network will be shared with the awarded Contractor as needed.

- There are two ME3800X Layer 2 switches on the outside of the firewalls as the hand off of the ITS Networks described above. Subnets on the ASA firewalls are assigned VLANs and mapped to trunks to be handed off to the external ME3800. These trunks are then mapped throughout all of the ITS network across backbone switches and down to roadside cabinets.
- The ASA 5525Xs is also where a VPN Tunnel is defined for the ATMS called New England Compass, which is hosted at Rackspace. All ITS device and user traffic for ATMS are routed through the TMC to Rackspace over the VPN tunnel. Compass access is restricted to subnets that are defined within the VPN tunnel.
- The Portsmouth Bridge ITS Network connects the three bridges in Portsmouth that cross the Piscataqua River. These bridges are the HLB along I-95, the SML Bridge along US Route 1 By-Pass, and the Memorial Bridge along US Route 1. The current network design has multiple Points of Failure as seen in Appendix J, Portsmouth Bridges Existing Communications Diagram.
- The NHDOT Bridge Operations Center at 10 Ranger Road in Portsmouth, NH has a viewing PC that is currently on the HLB ITS Network. The viewing PC located in the Bridge Operations Center is required to be connected to the proposed communications equipment shelter that will contain the ITS network equipment and the Milestone Video Management System (VMS) server for the Project.
- The Project includes the installation of a climbable antenna mounting structure to support a line of sight microwave link to the Pease Water Tank and to the SML Bridge.
- Internet Access: The State of New Hampshire has purchased through the American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State of New Hampshire advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single ISP network failure. This design provides more reliable access to the hosted ATMS.

#### **A-2.2 MAINE TECHNICAL ARCHITECTURE**

Components of Maine's technical architecture include:

- MTA ITS Network: Currently, all of the MTA ITS field equipment in the Kittery area communicate wirelessly to a DSL drop located at the intersection of Route 236 and the on-ramp to I-95/Maine Turnpike southbound. The network is terminated at the Traffic Management and Communications Center (TMCC) in Portland, Maine. It is MTA's intent to upgrade their DLS drop to a high bandwidth backhaul communications system from the proposed communications equipment shelter to be located along Route 236.
- MaineDOT ITS Network: The one existing ITS device within the Kittery area communicates via cellular modem to the Transportation Management Center (TMC) located in Augusta, Maine. It is MaineDOT's intent to upgrade their cellular modem to a hard wire, high bandwidth backhaul communications system.

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**A-3 RELATED DOCUMENTS REQUIRED**

Contractors are **NOT** required to submit these certificates with their Proposal. Contractors will be required to be a registered company in New Hampshire. These certificates will be requested from the selected Contractor prior to Contract approval.

- a. Certificate of Good Standing/Authority (Appendix G-3–Item A) dated after April of the current year and available from the New Hampshire Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: <http://sos.nh.gov/formslaws.aspx>
- b. Certificate of Vote (Appendix G-3-Item B)
- c. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

**A-4 MULTI-STATE PROJECT TEAM**

The Owners have identified the following high-level staffing for the Project:

- Project Co-Sponsors;
- State Project Manager;
- State IT Manager;
- Project Technical Support Team;
- Design and Construction Support Consultant;
- System Users; and
- User Acceptance Testing (UAT)Team.

**A-4.1 PROJECT SPONSOR**

The Project Co-Sponsors, [Chief Engineer, NHDOT; Chief Engineer, MaineDOT; Chief Operating Officer, MTA] will be jointly responsible for securing financing and resources, addressing issues brought to their attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout Maine and New Hampshire. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**A-4.2 STATE PROJECT MANAGER**

The State Project Manager, Mr. Charles Blackman, Assistant Administrator for the NHDOT Bureau of Transportation Systems Management and Operations, or his designee will be responsible for working with the NHDOT, MaineDOT, and MTA staff, State IT Manager, the Technical Support Team, and the Contractor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contact for the Contractor and will interact with the Contractor to address questions or concerns encountered by stakeholders as they arise. The State Project Manager may delegate the primary point of contact role to the Owners' Contract Administrator for construction-related issues.

Primary Responsibilities include:

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Coordinating the advertisement and review of the RFP;

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- Communicating with the Project Sponsors;
- Overseeing the design, deployment, construction, testing, and final acceptance of the Project;
- Coordinating resources from the three partner Agencies as needed throughout the Project;
- Managing stakeholders' concerns;
- Managing significant issues and risks; and
- Processing Contractor invoicing.

**A-4.3 STATE IT MANAGER**

The State IT Manager, Mr. Steve Lemire (DoIT), will provide IT support to the State Project Manager and be the liaison for State IT requirements. Mr. Lemire will also be responsible for coordinating e-activities between the Contractor, the Maine Office of IT, the MTA IT staff, New England Compass ATMS, and SwRI.

**A-4.4 PROJECT TECHNICAL SUPPORT TEAM**

The Project Technical Support Team will support the proposed PTSU system. During this project, this team will serve as subject matter experts and will be heavily involved in design, deployment, construction, testing, and operations activities for the PTSU system. The Project Technical Support Team will be made up of staff from MaineDOT, MTA, and NHDOT.

Primary responsibilities include:

- Supporting the project as a technical resource and subject matter experts;
- Providing technical design reviews throughout the project;
- Providing construction and system testing oversight throughout the project;
- Fine-tuning the operation of the system during and following initial testing; and
- Overseeing maintenance operations.

**A-4.5 DESIGN AND CONSTRUCTION SUPPORT CONSULTANT**

The State's Design and Construction Support Consultant will be VHB. The Support Consultant will support the Owners in providing Quality Assurance (QA) and project technical oversight throughout the Project.

Primary responsibilities include:

- Providing technical and QA design reviews throughout the Project;
- Providing construction QA and technical oversight during critical operations and milestone operations;
- Providing technical review of RFIs;
- Providing testing oversight during all phases of equipment and system testing;
- Providing QA review of the as-built construction documents; and
- Providing interpretation of the RFP documents throughout the Project.

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**A-4.6 SYSTEM USERS**

The Owners System Users will serve as subject matter experts and will be heavily involved throughout all aspects of the implementation. These systems users will be from the NHDOT Bureau of TSMO, the MaineDOT Traffic Team, and the MTA TMCC.

Primary responsibilities include:

- Providing technical design reviews throughout the Project;
- Serve as subject matter experts in regard to the current system and existing operations;
- Help define system needs; and
- Active involvement in central control testing activities.

**A-4.7 USER ACCEPTANCE TESTING (UAT) TEAM**

The Owners UAT Team will be comprised of operators from the NHDOT TMC, the MaineDOT TMC, the MTA TMCC, and ITS personnel from MTA. The UAT Team will be responsible for carrying out central control testing and operational testing.

Primary responsibilities include:

- Executing the central control and 60-day operational tests;
- Identify errors, failures, and flaws in the system operations during the maintenance and warranty period.
- Retesting fixes to “defects” made by the Contractor; and
- Assisting with data flow requirements prior to Final System Acceptance.

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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 at the Owners' sole discretion without further consideration.

### **B-1 SUBMISSION REQUIREMENTS**

- At least three representatives of the Contractor Team (should include the Contractor Team's Authorized Representative) attended the Mandatory Confidential One-on-One Contractor Conference identified in Section 4.4.
- The Technical Proposal and the Cost Proposal are each date and time stamped as **RECEIVED** at the NHDOT Bureau of TSMO before the deadline as defined in Section 2: *Schedule of Events*, as may be adjusted by Addendum.
- The Contractor has provided a complete original version of the Technical Proposal marked "ORIGINAL" along with the required digital files on acceptable file storage media as defined in Section 4.1: *Proposal Submission, Deadline, and Location Instructions*.
- The Contractor has provided the proper number of copies with the original version of the Cost Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1 and that the Cost Proposal was sealed and delivered independent and separate from the Technical Proposal.
- The original Technical Proposal and Cost Proposal includes a signed Transmittal Form Letter accepting all terms and conditions of the RFP without exception.
- The Contractor has not provided exceptions to the RFP requirements (Book 1), Technical Provisions (Book 2), or Special Provisions (Book 3) in the Technical Proposal or Cost Proposal except as allowed by an approved ATC as detailed in Appendix C.

### **B-2 COMPLIANCE WITH SYSTEM REQUIREMENTS**

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Contractor's System Solution must be able to satisfy all mandatory requirements listed.

### **B-3 PROPOSED PROJECT TEAM**

The proposed Project Team must include individuals with experience in:

- The design, deployment, construction, testing, integration, and maintenance of CCTV camera systems.
- The design, deployment, construction, testing, integration, and maintenance of DMS systems.
- The design, deployment, construction, testing, integration, and maintenance of MVDS systems.
- The design, deployment, construction, testing, integration, and maintenance of wireless and fiber optic communications systems.
- The design and construction of overhead sign structures along a freeway.
- The design and construction of overhead sign structure foundations.
- The development of environmental studies, including coordination with Federal, State, and local agencies from Maine and New Hampshire.

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- The identification and protection of wetlands through best management practices.
- The design, layout, and implementation of temporary traffic controls along a freeway.
- The discipline of effective Project Management.
- The discipline of effective risk and issue management.

For the purpose of evaluating compliance with this requirement, the Contractor's Team is permitted to include Subcontractors. In addition, some team members may be identified to fulfill the experience requirement in multiple areas, subject to the restrictions in Appendix E-2.

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**C-1 SCOPE OF WORK**

The purpose of this project is to implement a dynamic PTSU system that allows vehicles to use the existing right shoulders of I-95 northbound and southbound as a travel lane during peak traffic periods to ease congestion and accommodate the peak travel demands. Another objective of this project is to improve corridor safety by reducing the probability, frequency, and severity of crashes. The third objective of this project is to enhance the mobility for all travelers on the corridor by keeping highway through traffic on the I-95 corridor and discourage through traffic from diverting to the local street network.

Currently, the right shoulder of the highway is for emergency stopping only. The dynamic PTSU system will allow TMC/TMCC operators to activate right shoulder use when travel demand reaches Owner-defined thresholds and deactivate the system when travel demand returns to a level manageable without the use of the shoulder as a travel lane. Several NHDOT, MaineDOT, and MTA personnel will have a role in the management and oversight of this project. The State Project Manager, or his designee, will be the lead point of contact between the Contractor and all other agency personnel. Staff from the three agencies will provide technical review of the design plans, provide construction and testing oversight of the contract deployment, and will be responsible for the operational testing of the deployed system. The NHDOT has selected a QA consultant (VHB) to assist the three Owners in their technical review and construction oversight tasks.

A project constraint is that the proposed construction is expected to be concurrent with the on-going MaineDOT bridge rehabilitation project (AC-IM-1927(000)E), scheduled to be completed during the summer/fall of 2021. Time is of the essence in the completion of the work for this project to minimize additional impacts to the traveling public beyond what is already planned under the bridge rehabilitation project. Additionally, the Contractor shall coordinate any temporary traffic control with the MaineDOT bridge rehabilitation project, which has priority over the bridge and its approaches. The Contractor shall be aware that work outside of the bridge rehabilitation project limits (south of Exit 7, north of Exit 3, along Ranger Way, and all other off-corridor sites) may be completed at any time. Work required within the limits of the bridge rehabilitation project, including within the work zone traffic control limits, will be significantly limited until the completion of the bridge rehabilitation project or until November 2021, whichever comes first. The Contractor is also required to coordinate the installation of PTSU System signing with the proposed restriping to be performed by others. The Contractor shall prepare final pavement marking plans that will be provided to the bridge rehabilitation contractor and the NHDOT Eastern Turnpike 41822 contractor. **Refer to NHDOT Standard Specification Section 105.07 regarding Cooperation Between Contractors.**

The MaineDOT bridge rehabilitation project shall be the foremost priority, followed by this PTSU system installation, and then followed by the NHDOT's Eastern Turnpike paving contractor. The Contractor shall coordinate construction activities with the MaineDOT bridge rehabilitation project while coordinating sign installations in New Hampshire with the NHDOT Turnpike paving contractor.

The Contractor shall provide its Services to the Owners and their end users solely from data centers within the Continental United States. All storage, processing and transmission of Owners' data shall be restricted to information technology systems within the Continental United States. The Contractor

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shall not allow its personnel or sub-contractors to store Owners' data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access Owners' data remotely only to provide technical support and as specified or required by the contract.

**C-2 ALTERNATIVE TECHNICAL CONCEPTS (ATC)**

The Contractors are permitted to propose Alternative Technical Concepts (ATCs) that conflict with the requirements for design and construction of the Project, or otherwise modify the Technical Provisions. This process is intended to allow Proposers to incorporate innovation and creativity into the Proposals.

ATCs eligible for consideration shall be limited to those deviations from the requirements that result in performance and quality of the end product that is equal to or better than the performance and quality of the as-required Project and/or provide a lifecycle or maintenance benefit to the Owners. An ATC is not eligible for consideration if, in the Owners' sole discretion and judgment, it requires:

- a. A reduction in the Project scope, performance, or reliability requirements; or
- b. An increase in the amount of time required for Project Completion.

ATCs that, if implemented, would require further environmental evaluation or other governmental approvals of the Project may be allowed subject to the Contractor being entirely responsible for the additional evaluation and/or obtaining the necessary governmental approvals and will be responsible for all cost and schedule risks with the resulting environmental, permitting, and/or governmental approval requirements.

**C-2.1 ATCs AT THE ONE-ON-ONE CONTRACTOR CONFERENCE**

One purpose of the Mandatory Confidential One-on-One Contractor Conference is to allow the Contractor Team to openly discuss all Conceptual ATCs the Contractor Team is considering for the Project with the Owners. The Contractor will be offered the opportunity to present an overview of each potential ATC for discussion with the Owners. As part of the dialogue between the Contractor and Owners, the Owners may provide guidance to indicate if a potential ATC would definitely not be considered and provide guidance for the Contractor's consideration for potential ATCs that may be considered. If a Contractor is unsure whether a proposed deviation concept is consistent with the requirements of the RFP or if that proposed concept would be considered an ATC by the Owners, the Contractor is encouraged to discuss any potential ATCs during the Confidential One-on-One Contractor Conference.

The Owners may provide opinions during the One-on-One Contractor Conference regarding the Conceptual ATCs discussed; however, no oral statements during the Contractor Conference will be binding on the Owners. Generally, the Owners'

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responses to the Conceptual ATCs discussed during the One-on-One Contractor Conference may be:

- A. The Conceptual ATC as described will not be acceptable and would not be considered in a Proposal;
- B. The Conceptual ATC as described can be submitted as part of the Confidential ATC Submission for confidential Owners' response;
- C. The Contractor has not provided enough information to determine if the Conceptual ATC would be acceptable; the Contractor may submit the Conceptual ATC as part of the Confidential ATC Submission for confidential Owners' response; or
- D. The concept proposed by the Contractor is not a deviation from the requirements of the RFP Documents and therefore would not be considered an ATC.

All discussions at the One-on-One Contractor Conference will be confidential until after the Cost Proposals have been submitted.

#### **C-2.2 CONCEPTUAL ATC SUBMISSION**

Following the One-on-One Contractor Conference and prior to the deadline indicated in Section 2 for the submission of the Confidential Conceptual ATCs, the Contractor may submit Conceptual ATC documentation that describes each Conceptual ATC the Contractor is considering for their Proposal. The Conceptual ATCs submitted shall include the following information, in sufficient detail to allow the Owners to provide final response:

- a. The Contractor's name;
- b. A unique title/identifier for the ATC;
- c. A narrative that describes the deviation(s) from the requirements;
- d. A reference to where or how the ATC would apply to the Project;
- e. A description of how the Contractor has determined that the ATC is equal to or better than the performance and quality of the as-required Project and/or provides a lifecycle or maintenance benefit to the Owners.;
- f. A description of the expected benefits that will accrue to the Owners for the ATC;
- g. A description of the environmental, design, construction, maintenance and schedule impacts of the ATC;
- h. A description of any added risks to the Contractor, Owners, or third parties associated with the implementation of the ATC;
- i. An estimate of the expected Cost adjustment should the ATC be approved and accepted into the final Contract; and
- j. Any other supporting documentation (catalog cuts, calculations, sketches, etc.) that will allow the Owners to make an informed decision on the proposed ATC.

Each Conceptual ATC shall be a separate PDF document with a file name that includes the Contractor's name and the unique title/identifier for the ATC. Only digital files contains the ATCs may be submitted, either via email to the State Project Manager or

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via digital storage devices in accordance with the requirements of Section 4.1. Digital storage devices will not be returned to the Contractor.

The Owners' responses to the submitted Conceptual ATCs will be provided in writing following the One-on-One Contractor Conference. The Conceptual ATC responses will be confidential between the Owners and each Contractor. The Owners will provide one of the following responses to each potential ATC discussed:

- A. The submitted ATC may be included in the Contractor's Technical Proposal and Cost Proposal;
- B. The submitted ATC is not acceptable and will not be considered;
- C. The submitted ATC is not acceptable in its present form but may be conditionally approved if specific conditions, clarifications, or modifications are made; or
- D. The submitted ATC is not considered an ATC because, in the sole judgment of the Owners and based only on the information provided by the Contractor, the submitted ATC complies with the requirements of the RFP. The Owners reserve the right to require full compliance with the requirements of the RFP.

Only approved and conditionally approved ATCs may be incorporated into the Contractor's Technical and Cost Proposal.

**C-3 REQUIREMENTS**

Administrative requirements are included throughout Book 1 – Request for Proposal (RFP). Specific technical requirements are included in Book 2 - Technical Provisions and Book 3 - Special Provisions.

**C-4 DELIVERABLES**

Contractors shall complete the response checklist Table C-4 Deliverables Contractor Response Checklist.

**Table C-4 Deliverables Contractor Response Checklist**

	Activity, Deliverable, or Milestone	Deliverable Type	Estimated Delivery Date
<b>PROJECT MANAGEMENT AND PRELIMINARY DESIGN (60%)</b>			
1	Conduct Project Kickoff Meeting	Other	August 2021
2	Set-up Contract Administrator's Office and Equipment (NTP2 Requirement)	Hardware	September 2021
3	Submit Project Management Plan (PMP) (NTP2 Requirement)	Written	September 2021
4	Submit Quality Management Plan (QMP) (NTP2 Requirement)	Written	September 2021
5	Submit Draft Physical Security Plan (NTP2 Requirement)	Written	September 2021

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6	Conduct Preliminary System Design Kickoff Meeting	Other	September 2021
7	Submit Camera Video Recordings/Images	Written	October 2021
8	Submit Preliminary Structural Details with Calculations	Written	November 2021
9	Supplemental/Final Geotechnical Engineering Report	Written	November 2021
10	Submit Draft Communications Plan	Written	December 2021
11	Submit Draft Network Architecture and Description	Written	December 2021
12	Final Pavement Marking Plans	Written	December 2021
13	Submit Draft Traffic Management Plan	Written	December 2021
14	Submit Draft Subsystems Block Diagrams	Written	December 2021
15	Submit Draft TMC/TMCC Installation Plans	Written	December 2021
16	Submit Guardrail Calculations	Written	December 2021
17	Submit Power Plant Load Analysis	Written	December 2021
18	Submit Draft Security Plan	Written	December 2021
19	Submit Draft Operations and Maintenance Access Plan	Written	December 2021
20	Submit Draft Integration Specifications and Documentation	Written	December 2021
21	Submit PSD (60%) Plan Set and Narrative	Written	December 2021
22	Submit Preliminary Equipment Book	Written	December 2021
23	Submit Updated Traceability Matrix	Written	December 2021
24	Initiate Construction Activities	Other	February 2022
<b>FINAL DESIGN (98%-100%)</b>			
25	Conduct Final System Design Kickoff Meeting	Other	February 2022
26	Submit Final Communications Plan	Written	May 2022
27	Submit Final Network Architecture and Description	Written	May 2022
28	Submit Final Structural Details with Calculations and Shop Drawings	Written	April 2022
29	Submit Final Traffic Management Plan	Written	April 2022
30	Submit Final TMC/TMCC Installation Plans	Written	April 2022
31	Submit Updated Security Plan	Written	May 2022

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32	Submit Final Operations and Maintenance Access Plan	Written	June 2022
33	Submit FSD (98%) Plan Set and Narrative	Written	June 2022
34	Submit Updated Integration Specifications and Documentation	Written	June 2022
35	Submit Final Equipment Book	Written	June 2022
36	Submit Release for Construction (RFC) Documents (100%)	Written	August 2022
<b>CONSTRUCTION</b>			
37	Install CCTV Foundations	Hardware	July 2022
38	Install Sign Structure Foundations	Hardware	July 2022
39	Install Pole Mounted CCTVs	Hardware	August 2022
40	Install Sign Structures	Hardware	September 2022
41	Install Bridge Mounted CCTVs	Hardware	September 2022
42	Install ITS Equipment Cabinets	Hardware	August 2022
43	Make Power Connections	Other	August 2022
44	Install Climable Antenna Mounting Structure Foundation System	Hardware	October 2022
45	Install Communications Hub Building Foundations	Hardware	October 2022
46	Install Climable Antenna Mounting Structure	Hardware	November 2022
47	Install Communications Hub Buildings	Hardware	November 2022
48	Install HVAC Systems for Communications Hub Buildings	Hardware	December 2022
49	Connect Utilities for the Communications Hub Buildings	Hardware	November 2022
50	Install Wireless Communication Systems	Hardware	December 2022
51	Install and Splice Fiber Optic Cables	Hardware	November 2022
52	Furnish and Fit-up Communications Equipment Shelters	Hardware	February 2023
53	Furnish and Install ITS Equipment Cabinets Equipment	Hardware	December 2022

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54	Install MVDS	Hardware	November 2022
<b>TESTING</b>			
55	Fiber Optic Cable Testing	Other	January 2023
56	Stand-Alone ITS Device Testing	Other	Jan-March 2023
57	Subsystem Testing	Other	March 2023
58	Central Control Testing	Other	March-April 2023
59	Operational Acceptance Testing	Other	April-June 2023
<b>SYSTEM DEPLOYMENT</b>			
60	Coordination with SwRI for New England Compass ATMS PTSU Module	Other	October 2021 – June 2023
61	Make Final System Connections	Other	November 2022 – January 2023
62	Submit Training Plans	Written	May 2023
63	MVDS Validation Testing	Other	March 2023
64	CCTV Nighttime Testing	Other	April 2023
65	Conduct System Training	Other	June 2023
66	Submit As Built Documentation	Written	June 2023
<b>MAINTENANCE AND OPERATIONS</b>			
67	Final System Acceptance	Other	June 30, 2023
68	24-Month System Maintenance and Warranty Period	Other	Begin July 1, 2023
69	Period 2 System Maintenance Option	Other	Begin July 1, 2025
70	Period 3 System Maintenance Option	Other	Begin July 1, 2027

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**APPENDIX D: MANDATORY NARRATIVE RESPONSES**

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## **APPENDIX D: MANDATORY NARRATIVE RESPONSES**

This section provides requirements and expectations for the narrative portions of the Technical Proposal that will enable the Owners to select the best value Proposal. The Contractor shall describe their understanding of the Project's purpose, need, and goals and describe the Contractor's Work Plan to accomplish the Project goals.

### **D-1 GENERAL QUALIFICATIONS**

The Contractor shall describe how they are best qualified to perform the required services for the Project, from design to construction to maintenance. The description should be based on demonstration from the Contractor's prior work experience, as detailed more fully in Appendix E, and based on the Contractor's detailed narrative of their approach to this Project. The Proposal will be evaluated on the accuracy and completeness of the Contractor's understanding of the Project goals and requirements and the clarity of the Contractor's approach to accomplishing those goals and requirements.

### **D-2 STATEMENT OF PROJECT UNDERSTANDING**

The Contractor is required to demonstrate their understanding of the Project intent by describing the purpose, need, and goals of the Project, as well as the services that are required by the Contractor for the Project.

#### **D-2.1 PROJECT UNDERSTANDING**

The Contractor submitting a Proposal to this RFP must provide a narrative that indicates their understanding of the Project's purpose and need. This narrative shall include the following information:

- State in concise language and in the Contractor's own words the purpose and need for the Project.
- State in concise language and in the Contractor's own words the goals for the Project.
- Describe the services required by the Contractor for this Project.

### **D-3 CONTRACTOR'S PROJECT WORK PLAN**

The Contractor's Work Plan is the most critical part of the Proposal. This is reflected in the fact that half of the Technical Score comes from the evaluation of the Work Plan. The purpose of this section



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is to allow the Owners to evaluate how well the Contractor's System Solution meets the project goals as identified by the Contactor in Section D-2.

**D-3.1 TECHNICAL APPROACH**

The Contractor submitting a Proposal to this RFP must provide a narrative that describes their Technical Approach to meeting the Project's goals. This narrative shall include the following information:

**D-3.1.1 ADDRESS THE SYSTEM REQUIREMENTS**

Describe how the Contractor's Work Plan will address each of the system's requirements. Describe how the Contractor's Work Plan will address each of the Project's requirements.

Document the Contractor's design process.

Document the Contractor's procurement process.

Document the Contractor's construction process. Describe how the Contractor will deploy the PTSU system safely and with a minimum disruption to the traveling public.

Document the Contractor's planned maintenance process. Describe how the Contractor's proposed system will allow for preventative and emergency maintenance with a minimum disruption to the traveling public.

**D-3.1.2 SYSTEM PERFORMANCE**

Document the Contractor's experience with the proposed system components required to meet the system requirements.

Describe how the Contractor will maintain the reliability of the system components during the maintenance and warranty period.

Describe the life cycle of the system components.

**D-3.1.3 PROJECT SCHEDULE**

Describe the Contractor's logical approach to Project phasing, testing, and system transitions.

Document/Demonstrate the Contractor's proposed schedule and its ability to meet or exceed the milestone requirements from the Project requirements.

Describe any procedures or innovations to accelerate the work activities.

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**D-3.1.4 QUALITY CONTROL**

Describe the Contractor's quality control processes for:

- Design
- Procurement
- Construction
- Testing
- Maintenance and Operations

**D-3.2 LONG LEAD TIME ITEM PROCUREMENT PROCEDURE**

The Project includes several critical components that are known to have long lead times to procure (for example, structural steel). Document the Contractor's process to accelerate aspects of the design that are necessary to procure long lead time items and equipment.

Describe any contingency plans the Contractor will establish to address unanticipated delays in the procurement process.

Describe any contingency plans the Contractor will establish to address design changes to long lead time items.

**D-3.3 COMMUNICATION SYSTEM**

The Project includes a hybrid communication system that will combine wireless and fiber optic communications media. Document the Contractor's experience with each of these technologies.

Describe the Contractor's Work Plan to work with the NHDOT legacy microwave backhaul communications system from the proposed communications equipment shelter along Ranger Way.

Describe the Contractor's Work Plan to connect the ITS field equipment in Maine to the proposed communications equipment shelter in Kittery to provide a communications connection to the MTA TMCC.

Describe how the Contractor's proposed communications system allows for access by all Owners to streaming video from the proposed CCTV equipment on unique, separate, and existing video management systems.

Describe how the Contractor's proposed System Solution will be designed and constructed to allow for expansion of the system north and south along I-95 in the future.

**D-3.4 SYSTEM INTEGRATION**

The proposed field equipment shall be compatible with and shall be able to communicate with the existing New England Compass ATMS. Describe the Contractor's Work Plan for integrating the new field equipment into the Compass ATMS.

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Describe the Contractor's experience working with either New England Compass ATMS, with any other SwRI ATMS product, or with any modular statewide ATMS system.

Describe the Contractor's experience providing requirements for automated notifications and alarms to trigger manual action plans. Describe how the Contractor will work with the Owners and SwRI to establish thresholds for turning the PTSU system on and off.

**D-3.5 INNOVATIVE ASPECTS AND ALTERNATIVE TECHNICAL CONCEPTS (ATC)**

The Owners recognize that the proposed 30% Conceptual Plans are not the only approach to accomplishing the Project goals and requirements. One of the benefits of the Design-Build process is to allow for innovation by having the Designer and Builder work together to meet the requirements. These alternatives may be considered if the Owners perceive a value or benefit in terms of cost savings, schedule acceleration/reduction, and/or ease of maintenance.

Describe any proposed (and approved as part of the One-on-One Confidential Contractor Conferences) Alternative Technical Concepts (ATCs) the Contractor is proposing that meet the spirit and intent of the system requirements.

Describe any proposed Value Engineering (VE) proposals that the Contractor would like the Owners to consider if selected for a Contract.

Describe any innovations the Contractor proposes to improve the longevity of the proposed system and equipment.

Describe any innovations the Contractor proposes for preventative maintenance activities, both during the 24-Month Maintenance and Warranty period and continuing for the Owners' forces afterward. In this context, innovation means providing materials, operating efficiencies, and equipment locations that will reduce the long-term maintenance and operating expenses of the Project.

Describe any other innovations the Contractor proposes.

**D-3.6 MAINTENANCE AND WARRANTY PERIOD**

The Project includes a mandatory 24-month maintenance and warranty period, where the Contractor shall provide preventative and emergency maintenance support for the system and equipment associated with the PTSU system. Describe how the Contractor will provide

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the required maintenance support during the initial 24-month maintenance and warranty period and during any subsequent periods.

Describe how the Contractor proposes to implement temporary traffic controls for maintenance work along I-95/Maine Turnpike, with particular focus on traffic controls at the HLB.

Describe the Contractor's experience providing preventative and on-call emergency maintenance services for ITS devices and communications equipment.

Discuss the Contractor's experience with bridge maintenance/inspection work, including the Contractor's Work Plan to access the under-bridge and bridge-mounted equipment during the maintenance period.

Describe how the Contractor will share maintenance knowledge with Owners personnel.

Describe how the Contractor will continue maintenance services if the Owners elect to enact the optional extended maintenance and warrant period(s).

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## **APPENDIX E: STANDARDS FOR CONTRACTOR'S QUALIFICATIONS**

The Contractor's qualifications are an important factor in selecting the best value Proposal and follow-up support services. To facilitate evaluation of the Contractor's qualifications, the Owners seek information about:

- Corporate qualifications of each Contractor Team member firm proposed to participate in the Project;
- Proposed team organization and designation of Key Personnel;
- Individual qualifications of candidates for the role of Project Manager; and
- Individual qualifications of candidates for other Key Personnel roles.

This Appendix identifies specific information that must be submitted.

The Contractor shall identify the proposed Contractor Team, including anticipated Subcontractors, as well as the role of each firm on the project.

### **E-1 REQUIRED INFORMATION ON CORPORATE QUALIFICATIONS**

Information is required on all Contractor Team member firms who will participate in the Project. Contractors submitting a Proposal must identify any Subconsultants/Subcontractors whose contract value is at least ten percent (10%) of the total contract value.

*Note: All subcontractors, regardless of the value of their work on the Project, shall be identified and submitted for approval in accordance with NHDOT Standard Specifications Section 108.01 Subletting of Contract. Subcontractors shall submit the necessary paperwork at least five working days prior to any on-site work.*

#### **E-1.1 CONTRACTOR AND SUBCONTRACTORS**

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

##### **E-1.1.1 CORPORATE OVERVIEW**

Identify the proposed role of each firm on the Contractor Team. Describe the major business areas of the Lead Contractor(s). Provide a high-level description of the firm's organization and staff size. Discuss the Contractor Team member firms' commitment to the public sector work, particularly with respect to MaineDOT, MTA, and NHDOT.

Identify all Disadvantaged Business Enterprise (DBE) and Minority/Veteran-Owned/Women-Owned Business Enterprise (M/V/WBE) team members and describe the share of work that will be assigned to these firms.

Include a statement regarding the bonding responsibility of the Contractor and bonding capabilities of the leading firms on the Project.

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**E-1.1.2 LITIGATION AND CITATIONS**

Identify and describe any litigation filed against each of the Contractor Team member firms during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

Discuss the Contractor Team member firms' safety record. List any OSHA citations during the last ten (10) years. Discuss the nature of the citation and any corporate policies and changes that resulted from the citation(s).

Discuss the Contractor Team member firms' environmental record. List any citations from the New Hampshire Department of Environmental Science (NHDES), the Maine Department of Environmental Protection (DEP), the Federal Environmental Protection Agency (EPA) and/or other environmental regulatory agencies in New England against the Contractor Team member firms during the last ten (10) years. Discuss the citations, the current status, and, if available, outcome of each matter.

**E-1.1.3 PRIOR PROJECT DESCRIPTIONS (SIX PROJECTS LIMITED TO ONE PAGE EACH)**

Provide a more detailed description of not more than six (6) projects with similar ITS equipment completed in the last eight (8) years. Experience shown should be work done by individuals who will be assigned to this project as well as experience of Contractor Team member firms.

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 or two references from the client;
4. Names and project roles of individuals on the Contractor Team that participated in the project described; and
5. Detail any experience of the Contractor Team member firms working together on previous projects.

At least one (1) of the prior project experiences should involve both design and construction experience within the same project. Specifically discuss experience with:

- ITS equipment deployment
- Wireless and fiber optic communication systems
- Freeway traffic control
- Work along truss bridges (work associated with the High Level Bridge is considered a plus)

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- Overhead sign structures and foundations
- ITS system integration (work associated with the New England Compass ATMS is considered a plus)
- Coordination of work with adjacent highway construction projects

**E-1.1.4 SUBCONTRACTOR/SUBCONSULTANT INFORMATION**

Contractors must provide information on any Subcontractors/Subconsultants proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor/Subconsultant and a description of the major business areas of the firm;
2. The proposed role of the Subcontractor/Subconsultant on the Contractor Team;
3. A high-level description of the Subcontractor's/Subconsultant's organization and staff size;
4. Discussion of the Subcontractor's/Subconsultant's experience with this type of Project;
5. Resumes of Key Personnel and other critical staff proposed to work on the Project; and
6. Names and contact information (name, title, address and current telephone number) for two references from companies or Agencies where the Subcontractor/Subconsultant performed similar services.

**E-1.1.5 EXISTING COMMITMENTS**

Contractors must list their existing workload and contracted commitments of the Contractor Team member firms.

**E-2 TEAM ORGANIZATION AND DESIGNATION OF KEY CONTRACTOR STAFF**

Identify the location of the Contractor Team design and construction project offices (may be the same).

Provide an organizational chart depicting the Contractor Team. This chart should identify key staff required from the Contractor and any Subconsultants/Subcontractors. The chart should also depict the number of management and professional personnel and technical support who will be engaged in the Project. Explain where these personnel will be physically located during the time they are engaged in the Project.

Assign, identify and provide resumes for the Key Personnel proposed to work on the Project, including the proposed Project Manager who will be the Owners' primary Point of Contact throughout the project. One of the Key Personnel shall be identified as the Emergency Contact, with contact information that will be available to the Owners 24 hours per day, 7 days per week for the design, construction, and maintenance phases of the project (the Emergency Contact may be different for each of the three Project phases: Design, Construction, and Maintenance).

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At a minimum, the Contractor's Key Personnel shall include:

- Project Manager – Responsible for the Contractor's execution of the whole Project and the primary Point of Contact throughout the Project.
- Engineer of Record (shall be a Professional Engineer licensed in the State of New Hampshire and Maine; may be two separate individuals) – Responsible for the preparation of plans and specifications, and generally oversees the design phase of the project.
- Design Quality Control (DQC) Manager (shall be a Professional Engineer licensed in the State of New Hampshire and/or the State of Maine) – Responsible for implementation of all design QC procedures and activities as established in the QMP (see Book 2 - Technical Provisions, Section 3 for details).
- Geotechnical Engineer (shall be a Professional Engineer licensed in the State of New Hampshire and the State of Maine) – Responsible for geotechnical engineering during design and construction.
- Structural Engineer (shall be a Professional Engineer licensed in the State of New Hampshire and Maine) – Responsible for overhead structural elements (equipment attachments to the bridge truss, overhead sign structures) and final foundation design.
- Communications Engineer – Responsible for the overall design of the communications system. This person shall be familiar with IP networking, FCC regulated/licensed microwave wireless, cellular wireless, and single mode fiber optic (outside plant) communications systems.
- Environmental Manager – Responsible for reviewing and confirming compliance with the NHDOT Environmental Commitments Memo and developing any required environmental permit applications due to the Contractor's System Solution. If the Environmental Manager is not the certified Wetland Scientist mentioned in 5.4.3, the Contractor shall also identify the proposed certified Wetland Scientist assigned to the Project.
- Construction Supervisor (or Superintendent) – Generally oversees the construction phase of the project. This person should have demonstrated experience working with NHDOT, MaineDOT, and/or MTA. The Construction Supervisor shall meet or exceed the minimum expectations of a Superintendent as defined by NHDOT Standard Specifications Sections 101.103 and 105.05.
- Construction Quality Control (CQC) Manager – Responsible for implementation of all construction QC procedures and activities as established in the QMP (see Book 2 - Technical Provisions, Section 3 for details).
- Traffic Control Supervisor – Responsible for the traffic control layout and equipment throughout construction; will be the Owners first point of contact for work zone safety throughout construction. This person must be familiar with Part VI of the MUTCD and other relevant traffic control specifications that may be required by NHDOT, MaineDOT, and MTA, including MTA's lane closure policies and work permit requirements. This person shall be authorized to make adjustments to traffic control plans and make decisions related to temporary traffic controls. This person should have demonstrated experience working with NHDOT, MaineDOT, and/or MTA.



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- Systems Engineer/Systems Integrator – Responsible for providing the systems engineering documentation associated with the Project. This person should also be the primary point of contact between SwRI and the Contractor.

A single team member may be identified to fulfill the experience requirement in multiple areas but no one person may be identified to fulfill more than two (2) Key Personnel roles. Personnel assigned to multiple key roles will be considered on the basis of their split attention.

The Proposal may indicate such other personnel as are appropriate to the Contractor Team. In addition to the listed Key Personnel, the Proposal should include brief resumes for all personnel listed on the organization chart providing total years of professional and project experience, education backgrounds, and applicable certifications and licenses.

In addition to the listed Key Personnel, the team should include personnel and corporate experience with the following:

- Plan set development with specific experience working with NHDOT, MaineDOT, and/or MTA.
- Construction experience on bridges with specific experience working in New Hampshire and/or Maine. Construction experience on the High Level Bridge, Sarah Long Bridge or Memorial Bridge will be considered to have met this requirement.
- An electrical specialist or Electrical Engineer with experience designing commercial and private electrical distribution systems and facilities, including uninterruptible power supplies (UPS) and standby generator power systems.
- Indicate the quantity of Professional Engineers licensed in New Hampshire and licensed in Maine that would be available to the Project Team.

### **E-3 CANDIDATES FOR PROJECT MANAGER**

Although the Owners recognize that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the Owners require that the Project Manager be identified with some degree of certainty. The Project Manager shall be an employee of the Lead Contractor firm. The Contractor may assign a Deputy Project Manager who is not required to be an employee of the Lead Contractor firm.

For the Project Manager candidate, provide a resume not to exceed two (2) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's related prior project experience, including project type, project role and duration of the assignment; and
- Any applicable certifications and/or licenses held by or honors awarded to the candidate.

Additionally, provide at least three (3) references, with contact information, that can address the candidate's performance on past projects.

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**E-4 CANDIDATES FOR KEY PERSONNEL ROLES**

Provide a resume not to exceed two (2) pages for each Key Personnel 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 related prior project experience, including project type, project role and duration of the assignment; and
- Any applicable certifications and/or licenses held by or honors awarded to the candidate.

Additionally, provide at least two (2) references for each Key Personnel individual, with contact information, that can address the candidate's performance on past projects. References are not required to be unique for each Key Personnel if one reference can speak multiple candidates' performance.

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## **APPENDIX F: PRICING WORKSHEETS**

A Contractor's Cost Proposal bidding worksheet will be made available on-line for Contractor use.

This Project will be executed as a Firm Fixed Price Contract. The Contractor shall submit the Cost Proposal on the forms provided by the Owner (Form F-1) or on similarly formatted and labeled, computer generated forms. The Contractor shall specify a price breakdown for each indicated component of the system for the Owners' use. The Contractor shall add up the subtotals from each of the six (6) sections to provide a Contract Lump Sum/Firm Fixed Price for the project. This lump sum price shall include all costs for the contract administration, systems engineering, design, permitting, procurement, construction, integration, and maintenance of the PTSU system. This lump sum price shall also include all labor, tools, hardware, materials, equipment, storage, transportation, inspection, testing, training, guaranties/warranties, and incidentals necessary to provide a complete, functional PTSU system for the I-95/Maine Turnpike corridor.

Any resulting Contract from this RFP will be a Non-Exclusive contract. The Owners reserve the right, at their discretion, to retain other vendors to provide any of the services or deliverables identified under this procurement.

The Owners have established an approximate budget for this project of between \$7.75 million and \$8.0 million. This budget is expected to be funded by the Owners with some portion of the costs to be federal participating; therefore, this is considered a federally funded project. The Owners reserve the right, at their discretion, to make an award by item, by a part or portion of an item, by groups of items, or by the total proposal in accordance with the Owners' available budget.

### **F-1 SECTION 1 – PROJECT ADMINISTRATION**

Project Administration includes all Project costs required by the Contractor to manage and control the project. This section includes component prices for management plans (PMP, TMP, and QMP), construction quality controls, final project deliverables, the furnishing, installation, maintenance, and removal of the Owners' project office, and mobilization.

### **F-2 SECTION 2 – ENGINEERING (DESIGN)**

The Engineering section shall include all Project costs associated with the design of the System Solution not included in other component costs. This section includes the pricing for the preparation, submission, revisions, and quality controls associated with the system design and the systems engineering documentation. This section also includes the preparation and coordination associated with the final pavement marking plans to be constructed by others and any documentation required for the environmental commitments and permitting required for the project.

### **F-3 SECTION 3 – CONSTRUCTION**

The Construction section shall include all Project costs associated with the construction of the static (non-communicating) portions of the Project. This section includes the civil site work (guardrail, static signs), maintenance of traffic, and erosion and sedimentation controls and inspections.

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**F-4 SECTION 4 – SUBSYSTEMS**

The Subsystems section shall include all Project costs associated with the construction and integration of the subsystem components. This section includes the following subsystems:

- DMS and Blank Out Signs
- Lane Use Signals
- Flashing Beacon Signs
- Exit 1 Barrier Gate and associated Flashing Beacons
- Communications Equipment (wireless and wired systems)
- Climbable Antenna Mounting Structure
- CCTVs
- RWIS
- MVDS
- Communications Equipment Shelters (New Hampshire and Maine)

**F-5 SECTION 5 – TESTING, INTEGRATION, AND TRAINING**

The Testing, Integration, and Training section shall include all Project costs associated with the post-construction Project services. This section includes subsystem testing, central control testing at each Local Authority's TMC/TMCC, and the training program (development and execution).

The Contractor shall be aware that the Owners have negotiated a scope and fixed price budget for Southwest Research Institute (SwRI) to develop and integrate the PTSU System software into the New England Compass ATMS. The Contractor shall contract with SwRI for the scope provided by the Owners at the price indicated for all Base and Optional phases. This price has been filled in on Form F-1 in Section 5 and shall not be altered. All Contractor integration work shall be priced under the line items 7677.72101 PTSU System Integration, Contractor-NHDOT, 7677.72102 PTSU System Integration, Contractor- MaineDOT, 7677.72101 PTSU System Integration, Contractor- MTA.

**F-6 SECTION 6 – SYSTEM MAINTENANCE AND WARRANTY**

The System Maintenance and Warranty section shall include the Contractor's costs associated with the maintenance and warranty of the system following Final System Approvals. This section includes component costs for the spare parts and spare controllers and for the initial, mandatory 24-month system maintenance and warranty. This section also includes the Contractor's proposed pricing for the two additional, optional 24-month system maintenance and warranty periods. The optional 24-month system maintenance and warranty period component pricing shall not be included in the Contractor's calculation of the Contract Lump Sum Cost Proposal.

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## **APPENDIX G-1 SECURITY**

### **G-1.1 IT SYSTEM SECURITY**

The Owners must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of their Information Technology resources, information, and services. The Owners' resources, information, and services must be available on an ongoing basis, across all three agencies, with the appropriate infrastructure and security controls to ensure business continuity and safeguard networks, systems, and data. To that purpose, the Owners are working with their respective IT professionals to provide the following:

- Establish persistent, bi-directional virtual private network (VPN) tunnels that will allow data transfer between MaineDOT and NHDOT.
- Establish persistent, bi-directional VPN tunnels that will allow data transfer between MTA and NHDOT.
- MTA IT professionals will provide Public IP addresses with Access Control Lists and port forwarding for the ITS field equipment that will be maintained by MTA.

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.

IT Security involves all functions pertaining to the securing of Owners' Data and systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation. This shall include but is not limited to:

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle.
- The ITS equipment is required to adhere to the NH DoIT security policy requiring Operating Systems and Databases to be built and hardened in accordance with guidelines as set forth by the National Institute of Standards and Technology (NIST), or the National Security Agency (NSA). Therefore, the ITS network and devices shall support and maintain those same standards when possible.

### **G-1.2 ACCESS AND HEALTH SCREENINGS**

The Owners acknowledges that through most of 2020, there have been restrictions in place due to COVID-19 that limited non-essential and/or non-Owners personnel from entering the Owners' facilities, including the TMC and TMCC. While the Owners cannot determine at this time the potential access restrictions that may be in place in 2021 and beyond, the Contractor is hereby advised that access to the Owners' buildings may require health screenings, sanitation protocols, or may continue to be restricted against non-Owner personnel. The Contractor shall develop their Security Plan (specifically their Physical Security Plan) with an acknowledgment that access to the Owners' buildings and facilities may be limited and/or restricted during some or all of the Project.

### **G-1.3 SECURITY PLAN**

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The Contractor shall develop a Security Plan that shall protect the Owners' facilities, networks, systems, and data to conduct the installation and acceptance testing in a manner that minimizes disruption to operations. The Owner's Information Technology personnel shall have approval authority of this plan prior to any ITS device testing and integration.

**G-1.4 NHDOT TRANSPORTATION MANAGEMENT CENTER (TMC)/ NHDOS INCIDENT PLANNING & OPERATIONS CENTER (IPOC) FACILITIES ACTIVITIES**

The Contractor will be required to submit to security measures for access to the NHDOT TMC facilities to conduct the installation and acceptance testing in a manner that minimizes disruption to operations.

**G-1.5 ESCORTS REQUIRED**

**NHDOT TMC**

The Contractor and any Subcontractors will require a NHDOT TMC escort for all on-site (TMC) activities. The escort will arrange access to the facility through the New Hampshire Department of Safety (NHDOS) and monitor Contractor activities for each entry to the TMC workspace. NHDOT will provide this escort at no fee to the Contractor for activities that will occur during normal business hours (defined as 8:00 am to 4:00 pm Monday-Friday, non-holidays). The Contractor will provide as much advanced notice as feasible but in no case shall notice be served less than two business days to the State Project Manager for the provisioning of an escort. This notification shall include the following information:

- Description of proposed work activity
- Identification of the proposed activity start/stop times
- Identification of all personnel involved in the proposed activity

For activities that will occur outside of normal business hours, the Contractor will provide not less than five business days notification to NHDOT for the provisioning of an escort. The notification will include the information defined for the normal business hours escort as well as a justification for conducting this activity outside of normal business hours. NHDOT reserves the right to deny an escort or deny facility access to the Contractor / project Subcontractors due to staff availability or disruption of NHDOS Operations. The Contractor shall not be compensated by the Owners for any interruption of activities due to staff availability or disruption of NHDOS Operations.

**MaineDOT TMC**

The Contractor and any Subcontractor will require a MaineDOT escort to enter the Headquarters building for all on-site (TMC) activities. The escort will arrange access to the facility and monitor Contractor activities for each entry to the TMC workspace. MaineDOT will provide this escort at no fee to the Contractor for activities that will occur during normal business hours (defined as 8:00 am to 4:00 pm Monday-Friday, non-holidays). The Contractor will provide as much advanced notice as feasible but in no case shall notice be served less than two business days to the MaineDOT Assistant State Traffic Engineer for the provisioning of an escort. This notification shall include the following information:

- Description of proposed work activity

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- Identification of the proposed activity start/stop times
- Identification of all personnel involved in the proposed activity

For activities that will occur outside of normal business hours, the Contractor will provide not less than five business days notification to MaineDOT for the provisioning of an escort. The notification will include the information defined for the normal business hours escort as well as a justification for conducting this activity outside of normal business hours. MaineDOT reserves the right to deny an escort or deny facility access to the Contractor / project Subcontractors due to staff availability or disruption of TMC Operations. The Contractor shall not be compensated by the Owners for any interruption of activities due to staff availability or disruption of TMC Operations.

#### **MTA TMCC**

The Contractor and any Subcontractor will require a MTA escort to enter the Headquarters building for all on-site (TMCC) activities. The escort will arrange access to the facility and monitor Contractor activities for each entry to the TMCC workspace. MTA will provide this escort at no fee to the Contractor for activities that will occur during normal business hours (defined as 8:00 am to 4:00 pm Monday-Friday, non-holidays). The Contractor will provide as much advanced notice as feasible but in no case shall notice be served less than two business days to the MTA TMCC Manager for the provisioning of an escort. This notification shall include the following information:

- Description of proposed work activity
- Identification of the proposed activity start/stop times
- Identification of all personnel involved in the proposed activity

For activities that will occur outside of normal business hours, the Contractor will provide not less than five business days notification to MTA for the provisioning of an escort. The notification will include the information defined for the normal business hours escort as well as a justification for conducting this activity outside of normal business hours. MTA reserves the right to deny an escort or deny facility access to the Contractor / project Subcontractors due to staff availability or disruption of TMCC Operations. The Contractor shall not be compensated by the Owners for any interruption of activities due to staff availability or disruption of TMCC Operations.

#### **G-1.6 NHDOS OPERATIONS AT THE INCIDENT PLANNING & OPERATIONS CENTER (IPOC)**

All NHDOT TMC on-site activities of the Contractor shall be performed in a manner that minimizes disruption to NHDOS Operations. The Contractor's Project Manager will be required to submit a detailed work plan for on-site activities to NHDOT for approval detailing how the Contractor proposes to conduct activities that may have a significant impact on NHDOS Operations.

#### **G-1.7 CRIMINAL RECORD REQUEST**

All Contractor personnel who will participate in any on-site activities within Owners' facilities will be required to submit to a Criminal Record Request or "background check". The results of this check for each person requiring on-site access shall be submitted by the Contractor's

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Project Manager to the State Project Manager for approval not less than fourteen (14) calendar days prior to any scheduled or unscheduled on-site activities.

NHDOT reserves the right to deny facility access to any Contractor Team personnel based on the results of the background check or changes to the criminal record of Contractor personnel. The Contractor shall have no claim against the Owners for failure to provide facility access to unqualified Contractor personnel.

Information and application forms for a Criminal Record Request are available on the NHDOS website:

<http://www.state.nh.us/safety/divisions/nhsp/ssb/crimrecords/>

Field

The New Hampshire Department of Safety contact for a background check is:

New Hampshire Department of Safety  
DIVISION OF STATE POLICE  
Support Services Bureau  
Criminal Records Unit  
33 Hazen Drive, Concord, NH 03305

Open Monday-Friday; 8:15 am to 4:15 pm

An applicant shall have the following documents for the Criminal Record Request: Photo ID (current driver's license, non-driver's license, or passport); a completed Criminal Record Release Authorization Form (Sections 1 and 2); and the required payment.

The NHDOT reserves the right to suspend the activities of the identified Contractor employees until the required security clearance is obtained. All costs associated with the acquisition of a security clearance shall be assumed by the Contractor.



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## **APPENDIX G-2 TESTING REQUIREMENTS**

All testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, preparation for testing, and execution of all testing phases. The Contractor shall conduct the testing in the presence of the Local Authority and provide support to the Local Authority during User Acceptance Testing (UAT).

It is anticipated that some System Acceptance Testing activities will be initiated during construction activities. Upon completion of individual construction activities and equipment installation, the Contractor shall schedule relevant system acceptance testing activities required herein. All ITS subsystems and components installed as part of this project shall undergo System Acceptance Testing including but not limited to CCTV, MVDS, DMS, LUS, RWIS, flashing beacon signs, barrier gate, and communications.

The Contractor shall use test plans available from NHDOT ([www.nhtmc.com/forms/index.html](http://www.nhtmc.com/forms/index.html)) for all applicable ITS devices. If a test plan is not available from the NHDOT website, the Owners will develop an equipment specific test plan concurrent with the Contractor's system design services. The Contractor may request modification to the provided test plans subject to the review and approval of the Local Authority. The I-95 (High Level Bridge) Part-Time Shoulder Use System Preliminary Project Traceability Matrix shall be used as the initial baseline document. The Traceability Matrix shall be updated by the Contractor to ensure traceability to all system requirements through the Project.

The Contractor shall provide the State Project Manager and the applicable Local Authority with written notice no less than fourteen (14) calendar days prior to the initiation of any testing activities in order to facilitate testing oversight. All subsystem acceptance testing shall be satisfactorily completed by the Contractor before the initiation of the operational acceptance and training periods.

Testing shall provide verification and documentation that all requirements as defined in the RFP Documents and the Contractor's final system design are met. The Contractor shall verify in writing if they intend to use the Owners-provided test plans without alteration. If the Contractor intends to modify the Owners-provide test plans or develop their own test plan, the Contractor shall submit the proposed alterations to the Owners for review and approval. The Contractor shall submit the final test plans no less than thirty (30) days prior to the beginning of testing for Owners' approval.

If any deviations or changes to the approved test plan arise after Owners' approval, the revised test plan(s) shall be resubmitted for review and approval by the State Project Manager and the Local Authority no less than fourteen (14) calendar days prior to any continued test activity. No testing shall be conducted until the Owners have approved the test plan(s).

The Owners reserve the right to examine and test (independent QA testing) any or all materials furnished by the Contractor for the Project to determine if they meet the requirements specified within this RFP, the Technical Provisions, the Special Provisions, and the other reference materials. If the Owners decide that any material used in the construction of this project is defective or otherwise unsuitable, or the workmanship does not conform to the design or specifications of this contract, the Contractor shall replace such defective parts and material at no cost to the Owners.

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A summary of all Test documentation shall be produced at the completion of each testing phase of the project to ensure that all requirements defined by the system are satisfied.

**G-2.1 TEST PLANNING AND PREPARATION**

The approved Test Plans will guide all testing. An acceptable Test Plan will include, at a minimum: site specific background information; a narrative that describes the purpose of the Test Plan; preparation, requirements, and documentation of test steps; any tools or materials required to conduct the testing; expected test results; a tracking method for reporting actual versus expected results; and a Notes area to document all issues, errors, and problems identified during test execution.

Contractors must disclose in their Proposals the scheduling assumptions used with respect to the local Authority resource efforts during testing.

Where testing is conducted by Local Authority forces (for example, User Acceptance Testing), the Local Authority testing will commence after the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by Local Authority staff.

The Local Authorities expect to commence their testing within fourteen (14) calendar days of receiving Certification from the Contractor that the System is installed, configured, complete, and ready for Owners' testing. The testing will be conducted by the Local Authorities live, independent from the Contractor's development environment. The Contractor must assist the Owners with testing in accordance with the test plan and the Work Plan, utilizing live data to validate reports.

**G-2.2 TESTING**

The Contractor shall furnish all equipment and materials required to conduct the testing. The times and dates of the tests will be approved by the State Project Manager. The Contractor shall conduct all tests in the presence of the State Project Manager or designee. Testing shall take place only on weekdays, which are official working days of the Local Authorities, unless the State Project Manager allows the test to be conducted and/or continued on weekends and non-working days. The Contractor shall make a request in writing no less than fourteen (14) calendar days prior to the proposed testing, and schedule tests only if permission is granted by the State Project Manager in writing.

The Contractor shall be responsible for the conduct and documentation of the results of these tests that will be countersigned by the Local Authority representative at the end of each test. The signature of the Local Authority representative implies only proof of presence. Test results shall be packaged and submitted to the Local Authority and State Project Manager within seven (7) calendar days of test completion.

Testing of the PTSU system and ITS devices shall include and be completed in the following order:

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**Table G-2.2 Owners' Required Testing Methodology**

<b>Factory Acceptance Testing</b>	The Contractor is responsible for testing all ITS devices and equipment to be furnished to determine conformance to all design, materials, and performance requirements as specified in the Contract Documents for the particular component. The factory acceptance tests shall be performed at the equipment manufacturer's facility or at an independent testing laboratory. Factory acceptance testing may include material testing at pre-cast concrete plants, at steel fabrication facilities, and at other off-site manufacturing sites as required by the Owners. The Local Authority has the sole authority to require attendance and participation in the factory acceptance test process. The equipment to be tested and installed shall be new and produced within six (6) months of the test date. Test results shall be packaged and submitted to the Local Authority within seven (7) calendar days of test completion. The Local Authority may, at their sole discretion, waive this requirement for certain equipment selected by the Contractor. The wavier of this requirement for some equipment does not constitute a waiver for any other equipment.
<b>Stand-Alone Testing</b>	Testing performed after the field installation, but before connection with the rest of the system. The test shall exercise all stand-alone (non-network) functional operations of the equipment installed and demonstrate compliance with the functional requirements defined in Book 2 - Technical Provisions and Book 3 – Special Provision, and all applicable standards. If a unit fails to pass its stand-alone test, the Contractor shall correct the problem or replace the unit and retest it until satisfactory results are achieved. Test results shall be packaged and submitted to the Local Authority within seven (7) calendar days of test completion.
<b>Subsystem Testing</b>	This test shall exercise the deployed ITS equipment through the network/communications system. All subsystems furnished by the Contractor shall be subject to monitoring and testing to determine conformance with all applicable requirements and to ensure proper operation of the PTSU System. As part of this Project, the Contractor shall furnish documentation that demonstrates component performance and operation in conformance to Book 2 - Technical Provisions and Book 3 – Special Provision, and all applicable standards. For existing devices that have been modified with a new communication system, the Contractor shall be responsible for testing the new communication subsystem components but will not be held responsible for the standalone operation of the existing hardware.

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<b>Central Control Testing</b>	<p>All central control and monitoring equipment shall be tested separately at the NHDOT TMC, the MTA TMCC and the MaineDOT TMC on the SwRI-hosted hardware and software in the New England Compass ATMS development environment. CCTV testing for New Hampshire equipment shall be tested using the NH DoIT-supplied Milestone recorder. CCTV testing for MTA equipment shall be tested using the Axis Camera Station licensing. All CCTVs shall be tested at the MaineDOT TMC using the Axis Camera Station licensing. Testing will be coordinated with the Local Authority through the State Project Manager.</p> <p>The tests shall include, but not be limited to:</p> <ol style="list-style-type: none"> <li>a. Verification that system security protocols are in place and operational.</li> <li>b. Verification that all interconnecting cable installations, monitors, network equipment and equipment controllers are in accordance with the specifications.</li> <li>c. Display of video outputs from each new CCTV to verify operation within specified requirements;</li> <li>d. Display of each camera image from the new CCTVs within Compass (and Milestone and Axis Camera Station as applicable) to verify proper operation;</li> <li>e. Setup, selection and display of available preset positions for each new CCTV;</li> <li>f. Control of each new DMS, including display of library messages, immediate messages, and test patterns;</li> <li>g. Display of each new DMS, including message currently displayed;</li> <li>h. Display of each MVDS status and operation;</li> <li>i. Display of new RWIS sensors and operation; and</li> <li>j. Verification that database parameters and IP addressing for new devices were properly entered to allow communications between the TMC workstation and the new field devices.</li> </ol> <p>Upon completion of the tests, the Contractor shall provide the State Project Manager and the Local Authorities with the vendor software license and the software Administrator User Name(s) and Password(s) for Owners' use.</p> <p>Upon completion of the tests, the Contractor shall provide the State Project Manager and the local Authority with each device's Administrator User Name(s) and Password(s) for the Owners' use.</p>
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<p><b>Nighttime Testing</b></p>	<p>A central control test for field equipment shall be performed in the evening during dusk hours and nighttime hours to verify the proper operation of CCTV camera limited light capabilities and to verify the proper illumination/dimming of DMS messaging. The test shall be conducted in the presence of the State Project Manager (or designee) and the Local Authority (or designee) at the NHDOT TMC for New Hampshire equipment and at the MTA TMCC for Maine equipment, with a Local Authority representative in the field.</p> <p>The CCTV camera nighttime testing shall include the following minimum steps:</p> <ol style="list-style-type: none"> <li>a. Display camera video image on a NTSC color monitor at the TMC and TMCC;</li> <li>b. Perform all remote control functions to verify CCTV camera auto iris functionality while observing the brightest and darkest scenes at the camera location; and</li> <li>c. Vehicle headlights shall be visible without blooming, streaking and video glare to the satisfaction of the local Authority or designee.</li> </ol>
<p><b>MVDS Validation Testing</b></p>	<p>Upon successful completion of the stand-alone test, the subsystem test and the central control test for the MVDS devices, the Contractor shall conduct validation testing. Validation testing shall show that the speed, volume and occupancy data reported by the devices is within the Project tolerance for the speed, volume and occupancy as measured at the field site. This test shall be repeated for each MVDS device.</p>
<p><b>User Acceptance Testing (UAT)</b></p>	<p>The User Acceptance Test (UAT), sometimes referred to as the Operational Acceptance Test Period, is a verification process performed with live data on the New England Compass System. The UAT verifies System functionality against predefined Acceptance criteria.</p> <p>A Sixty (60) Day Operational Acceptance Test Period will be required for the Project. The Operational Acceptance Test Period shall commence upon Substantial Completion and shall run for 60 consecutive days or through at least 24 hours of active PTSU operations, whichever is longer. The UAT shall demonstrate that all the subsystems are properly installed, are free from problems, exhibit stable and reliable performance, and comply with the RFP Documents and the Contractor’s final system design. Each Owner shall operate the complete PTSU System from their TMC/TMCC facility during the Operational Acceptance Test Period and report any failures to the State Project Manager, as defined by the approved test plans. The Local Authority may also repeat the MVDS Validation Testing during the Operational Acceptance Test Period to verify that the results continue to be within the approved threshold. In the event of a failure, the problem will be reported to the Contractor. The Operational Acceptance Test Period shall be paused while the Contractor corrects the failure. At the sole discretion of the Local Authority, the Contractor may allow the UAT to continue or may require that the Operational Acceptance Test Period be restarted for another 60 days.</p>

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	<p>Upon successful conclusion of the UAT and following any required Training, the Owners will issue a Letter of Final System Acceptance and the respective Warranty Period shall commence as described in Appendix H: <i>State of New Hampshire Terms and Conditions</i> - Section H-25.10.1: <i>Warranty Period</i>.</p>
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**APPENDIX G-3: POST-PROPOSAL, PRE-CONTRACT REQUIREMENTS**

**A. CERTIFICATE OF AUTHORITY/GOOD STANDING**

As a condition of Contract award, the Contractor shall furnish a Certificate of Authority/Good Standing dated after April 1<sup>st</sup> of the current year from the Office of the Secretary of State of New Hampshire. In the event the Contract award will occur between January 1<sup>st</sup> and April 1<sup>st</sup>, the Certificate shall be dated after April 1<sup>st</sup> of the prior year. 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

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

**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 that 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 document shall certify that:

- A) The signature of [the name and position/title of the signor of the Contract] of the Corporation affixed to any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.
- B) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Contract.

The officer's signature must be either notarized or include a corporate seal that confirms 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 must match the date the Board officer signs.

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. Sample necessary language is shown below:

**B.1 CERTIFICATE OF AUTHORITY/VOTE CHECKLIST**

**B.1.1 SOURCE OF AUTHORITY**

Authority must come from the **governing body**, either:

- 1. A **majority voted** at a meeting; or
- 2. The body provided **unanimous consent in writing**; or
- 3. The organization's **policy or governing document**.

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**B.1.2 SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED**

Certificate must show that 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.

**B.1.3 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 that the person is the **sole director** (for corporations) or **sole member** (for LLCs).

**B.1.4 SAMPLE LANGUAGE**

CERTIFICATE

(Corporation Without Seal)

I, \_\_\_\_\_, do hereby represent and certify that:  
(Name of Certifier)

(1) I am \_\_\_\_\_ of \_\_\_\_\_,  
(Position of the Certifier) (Corporation/Company Name)

a(n) \_\_\_\_\_ Corporation (the Corporation).  
(Describe Corporate Type)

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on \_\_\_\_\_,  
(Date of Meeting)  
which meeting was duly held in accordance with \_\_\_\_\_ law and the by laws of the  
(State)  
Corporation.



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(5) The signature of \_\_\_\_\_ of this Corporation  
(name and position of the signor of the contract)  
affixed to any contract instrument or document shall bind the corporation to the terms and conditions  
of the contract instrument or document.

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

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of the Corporation.  
(position of the Certifier)

Dated: \_\_\_\_\_  
(Current Date)

\_\_\_\_\_  
(Certifier Signature and Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**C. CERTIFICATE OF INSURANCE**

- C.1 Comprehensive general liability insurance against all claims of bodily injury,  
death or property damage (\$1,000,000 per occurrence and \$2,000,000  
aggregate)
- C.1.2 Certificate Holder must be: State of NH, Department of Transportation  
Commissioner, 7 Hazen Drive, Concord, NH, 03301

**D. WORKERS COMPENSATION**

- D.1 Workers Compensation coverage may be indicated on the insurance form  
described above.
- D.1.2 Workers Compensation coverage must comply with State of NH RSA 281-A

**E. PERFORMANCE AND PAYMENT BONDS**

As a condition of Contract award, the Contractor shall provide a Performance Bond and a Payment Bond to the State securing the Contractor's obligations under the Contract. These bonds are intended to serve the same purpose as, and as a substitute for, the Contract Bond as described in the NHDOT Standard Specifications Section 103.05. The Performance and Payment Bonds shall be maintained

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in full force and effect throughout the period as described below. Each bond required hereunder shall be provided by a Surety authorized to do business in the State of New Hampshire and the State of Maine with an A.M. Best Company “Best’s Rating” of A or better and Class VIII or better, or as otherwise accepted by the State in its sole discretion. If any bond previously provided becomes ineffective, or if the Surety that provided the bond no longer meets the requirements hereof, the Contractor shall, within 30 calendar days after such notice, deliver to the State a replacement bond of equal value, or provide other assurance satisfactory to the State at its sole discretion.

**E.1 Performance Bond**

Within 14 calendar days following the written notification that the Contractor has been declared the Apparent Successful Proposer, the Contractor shall deliver to the State a Performance Bond in the amount equal to 100% of the total Contract Amount as determined by the Cost Proposal and any adjustments made thereafter. The form of the Performance Bond shall conform to the form(s) as provided by the State.

In the event a Change Order is approved by the State that increases the total Contract Amount, the State may, in its sole discretion, require the Contractor to deliver either a new Performance Bond covering the Change Order work or a replacement Performance Bond for 100% of the new total Contract Amount.

The Performance Bond shall remain in full force and effect until the State provides written notice of Final System Acceptance, provided that the Contractor is not in default under the Contract Documents and no event has occurred which, with the passage of time or the giving of notice, would constitute a default under the Contract Documents.

**E.2 Payment Bond**

Within 14 calendar days following the written notification that the Contractor has been declared the Apparent Successful Proposer, the Contractor shall deliver to the State a Payment Bond in the amount of \$4,000,000 (4 Million Dollars). The form of the Payment Bond shall conform to the form(s) provided by the State.

In the event a Change Order is approved by the State that increases the total Contract Amount, the State may, in its sole discretion, require the Contractor to deliver either a new Payment Bond covering 100% of the value of the Change Order work or a replacement Payment Bond for 50% of the new total Contract Amount.

The Payment Bond shall remain in full force and effect until one of the following conditions are met:

- a) The Contractor has delivered to the State:
  - Evidence satisfactory to the State that all Persons, Subcontractors, Consultants, Subconsultants, and Vendors eligible to file a claim against the Payment Bond have been fully paid; and

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- Unconditional releases of Liens and stop notices from all Subcontractors, Consultants, Subconsultants, and Vendors who filed preliminary notice of a claim against the Payment Bond.

b) Or until seven (7) calendar days after the expiration of the statutory period for Subcontractors to file a claim against the Payment Bond.

**E.3 No Relief of Liability**

Notwithstanding any other provision set forth in the Contract Documents, performance by a Surety of any of the obligations of the Contractor shall not relieve the Contractor of any of its obligations hereunder.

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**APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  New Hampshire Department of Transportation		1.2 State Agency Address  110 Smokey Bear Blvd Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor 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  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )  By: _____ On: _____			

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1.17 Approval by the Governor and Executive Council (*if applicable*)

G&C Item number:

G&C Meeting Date:

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**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages 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 B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

3.2 If 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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

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Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement 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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes

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of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.



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

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

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained 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 or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**H-25.1 STATE OF NEW HAMPSHIRE 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.

In addition to the Terms and Conditions outlined in Appendix H, and unless otherwise directed or noted, this Project shall be constructed under the requirements of the 2016 NHDOT Standard Specifications for Road and Bridge Construction, project Special Provisions, and the 2010 NHDOT Standard Plans for Road Construction, including published revisions.

**H-25.2 CONTRACTOR RESPONSIBILITIES**

The Contractor 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 Contractor 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 Contractor 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 Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Contractor 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*, P-37, General Provision - Section 4: *Conditional Nature of Agreement*, and P-37, General Provision - Section 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.

**H-25.5 CONTRACTOR STAFF**

In the Proposal the Contractor shall assign and identify a Project Manager and key Contractor staff, in accordance with the Requirements and Deliverables of Appendix C: *System Requirements and Deliverables* and Appendix E: *Standards for Describing Contractor Qualifications*.

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 Contractor'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 Contractor'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

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to inquiries from the State, and be at the site as needed. The Contractor must use his or her best efforts on the Project.

The Contractor shall not change Key Personnel 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 Contractor's Key Personnel shall require the prior written approval of the State. Replacement Key Personnel 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 Contractor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Contractor's Project Staff as a result of such reference and background checks. The Owners also reserve the right to require removal or reassignment of the Contractor's Key Personnel, up to and including the Project Manager, found unacceptable to the Owners.

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

**H-25.6 PROGRESS SCHEDULE**

The Contractor shall submit a preliminary Schedule in its Proposal. The Schedule shall include, without limitation, a detailed narrative of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Schedule will be due five (5) business days after Contract award upon approval by Governor and Executive Council. This final Schedule will be the basis for all subsequent Progress Schedule submissions in accordance with NHDOT Standard Specifications 108.03A.

The Contractor shall update the Progress Schedule in accordance with NHDOT Standard Specifications 108.03A.1.4, including without limitation, the Schedule narrative, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

Unless otherwise agreed in writing by the State, changes to the Progress Schedule shall not relieve the Contractor from liability to the State for any damages resulting from the Contractor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the final Schedule.

In the event of a delay in the Schedule, the Contractor must immediately notify the State Project Manager in writing. The written notification shall identify the nature of the delay, i.e., specific actions or inactions of the Contractor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and how the expected Schedule affects the Project.

In the event the Contractor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks

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takes longer than described in the RFP Documents, the Schedule shall automatically extend on a day-to-day basis.

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

**H-25.7 CHANGE ORDERS**

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

A Contractor may request a change within the scope of the Contract by written RFI, identifying any impact on the cost and the Schedule. The State shall attempt to respond to a Contractor's RFI within five (5) business days. The State, which includes the Owners, must approve all RFIs in writing which will become the basis for Change Orders in accordance with NHDOT Standard Specifications Section 104.02. The State shall be deemed to have rejected the RFI if the parties are unable to reach an Agreement in writing.

All RFIs from the Contractor to the State, and the State Acceptance of a Contractor's estimate for a State-requested Change Order, 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. Refer to NHDOT Standard Specifications Section 104.02 for additional information regarding Revisions to the Contract.

**H-25.7 DELIVERABLES**

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Schedule. All Deliverables shall be subject to the State's acceptance as set forth in Appendix H: *State of New Hampshire Terms and Conditions* – Section H-25.9: *Testing and Acceptance*, herein. Upon its submission of a Deliverable, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

**H-25.7.1 WRITTEN DELIVERABLES REVIEW**

The State will Review the Written Deliverables for an Acceptance Period of fifteen (15) business days after receiving written Certification from the Contractor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Contractor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the fifteen (15) day Review Period. If any Deficiencies exist, the State will notify the Contractor in writing of the Deficiency

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and the Contractor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Contractor in writing of its Acceptance or rejection thereof.

**H-25.7.2 SOFTWARE DELIVERABLES REVIEW**

Described in Section H-25.9: *Testing and Acceptance, herein.*

**H-25.7.3 NON-SOFTWARE DELIVERABLES REVIEW**

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Contractor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Contractor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable.

**H-25.8 LICENSES**

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

**H-25.8.1 SOFTWARE LICENSE GRANT**

The Software License shall grant the Local Authorities a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written Agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

**H-25.8.2 SOFTWARE AND DOCUMENTATION COPIES**

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

**H-25.8.3 RESTRICTIONS**

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

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

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**H-25.8.4 TITLE**

The Contractor 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-25.8.5 THIRD PARTY**

The Contractor shall identify all third party contracts to be provided under the Contract with the Contractor'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-25.9 TESTING AND ACCEPTANCE**

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

In its Proposal, the Contractor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Contractor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Contractor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-2 for Testing Requirements

**H-25.9.1 REMEDIES**

If the Contractor fails to correct a Deficiency within the period of time allotted by the State, the Contractor shall be deemed to have committed an Event of Default, pursuant Appendix H: *State of New Hampshire Terms and Conditions* – P-37, General Provisions – Section 8: *Event of Default/Remedies*, and H-25.14: *Termination*, and the State Shall have the right, at its option, to pursue the remedies in Section H-25.14.1: *Termination for Default* as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Contractor completes the Contract to the satisfaction of the State.

**H-25.9.2 SYSTEM ACCEPTANCE**

Upon completion of the UAT, the State will issue a Letter of Final System Acceptance.

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**H-25.10 WARRANTY**

**H-25.10.1 WARRANTY PERIOD**

The Warranty Period will initially commence upon the State issuance of a Letter of Final System Acceptance following successful UAT and Training and will continue for a minimum of two (2) years. If within the last sixty (60) calendar days of the Warranty Period, the PTSU System fails to operate as specified, the Warranty Period will cease, the Contractor will correct the Deficiency, and a new sixty (60) calendar day Warranty Period extension will begin. Any further Deficiencies with the PTSU System must be corrected and run fault free for sixty (60) consecutive days.

**H-25.10.2 WARRANTIES**

**H-25.10.2.1 SYSTEM**

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

**H-25.10.2.2 SOFTWARE**

The Contractor 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 Harvest Software.

**H-25.10.2.3 NON-INFRINGEMENT**

The Contractor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that 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-25.10.2.4 VIRUSES; DESTRUCTIVE PROGRAMMING**

The Contractor 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-25.10.2.5 COMPATIBILITY**

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

**H-25.10.2.6 PROFESSIONAL SERVICES**

The Contractor shall warrant that 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.

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**H-25.10.3 WARRANTY SERVICES**

The Contractor 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, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Contractor shall have available to the Owners on-call telephone assistance, with issue tracking available to the Owners, 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; and
- f. For all Warranty Services calls, the Contractor shall ensure the following information will be collected and maintained:
  1. Nature of the Deficiency;
  2. Current status of the Deficiency;
  3. Action plans, dates, and times;
  4. Expected and actual completion time;
  5. Deficiency resolution information;
  6. Resolved by;
  7. Identifying number i.e. work order number; and
  8. Issue identified by.
- g. The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
  1. Mean time between reported Deficiencies with the Software;
  2. Diagnosis of the root cause of the problem; and
  3. Identification of repeat calls or repeat Software problems.
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor within 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 Contractor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees within ninety (90) days



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of notification to the Contractor of the State's intent to request a refund; 3) and 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-25.11 ONGOING MAINTENANCE AND SUPPORT LEVELS**

The Contractor shall maintain and support the system in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of two (2) years, as may be extended by the Owners.

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

##### **H-25.11.1 MAINTENANCE RELEASES**

The Contractor 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-25.11.2 CONTRACTOR RESPONSIBILITY**

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

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

**Class A Deficiencies** – The Contractor shall have available to the Owners 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 Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

**Class B & C Deficiencies** –The Owners shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action;

For the purposes of this section, a Class A Deficiency is defined as a failure of the software and/or system that does not allow the System to operate and that there are no work arounds to avoid the flaw. A Class B Deficiency is defined as a flaw in the software and/or system that does not stop system operations and/or there is a work around that allows the system to operate but additional work to repair/modify is required. A Class C Deficiency is defined as a minor flaw that does not prohibit the system from meeting the intended function(s). The

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Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

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

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual completion time;
5. Deficiency resolution information;
6. Resolved by;
7. Identifying number i.e. work order number; and
8. Issue identified by.

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

If the Contractor fails to correct a Deficiency within the allotted period of time Stated above, the Contractor shall be deemed to have committed an Event of Default, pursuant to Appendix H: *State of New Hampshire Terms and Conditions* – Section H-25.14.1: *Termination for Default*, and the State shall have the right, at its option, to pursue the remedies in H-25.14: *Termination*, as well as to return the Contractor’s product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State’s refund request

## **H-25.12 ADMINISTRATIVE SPECIFICATIONS**

### **H-25.12.1 TRAVEL EXPENSES**

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

### **H-25.11.2 SHIPPING AND DELIVERY FEE EXEMPTION**

The State will not pay for any shipping or delivery fees.

### **H-25.12.3 PROJECT WORKSPACE AND OFFICE EQUIPMENT**

The State will not provide workspace and/or office equipment for the Contractor.

### **H-25.12.4 WORK HOURS**

Contractor personnel shall provide Services in accordance with the NHDOT Standard Specifications for Road and Bridge Construction, Section 101 for working days during Work

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Hours. Changes to this Schedule may be made upon Agreement with the State Project Manager.

**H-25.12.5 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 Contractor 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 Contractor to perform its obligations under the Contract.

**H-25.12.6 STATE-OWNED DOCUMENTS AND DATA**

The Contractor 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, Contractor 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-25.12.7 INTELLECTUAL PROPERTY**

All documents and work products shall be owned by the Owner upon Final System Acceptance.

**H-25.12.8 IT REQUIRED WORK PROCEDURES**

All work done must conform to standards and procedures established by the New Hampshire Department of Information Technology and the Owner(s).

**H-25.12.9 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 Database Administrator of any kind (hereinafter “Information”), Contractor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so;
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to system entry/access;
- d. That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered,

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rented, or sold, and that at all times Contractor 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 Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and

- e. That if the Contractor 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-25.12.10 EMAIL USE**

The Contractor shall not be authorized to use the State email system and shall not be authorized to obtain a State email account.

**H-25-12.11 INTERNET/INTRANET USE**

The Contractor shall not be authorized to use the State internet/intranet system.

**H-25.12.12 REGULATORY/GOVERNMENTAL APPROVALS**

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

**H-25.12.13 FORCE MAJEURE**

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

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

**H-25.12.14 CONFIDENTIAL INFORMATION**

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA chapter 91-A: Access to Public Records and Meetings (see e.g. RSA chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

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

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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 Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's Confidential Information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

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

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that 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 State or federal laws or regulations, including but not limited to, RSA chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and Review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor 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 Contractor without any State liability to the Contractor.

This Contract Agreement, Appendix H: *State of New Hampshire Terms and Conditions* – Section H-25.12.14: *Confidential Information* shall survive the termination or conclusion of a Contract.

**H-25.12.14 DATA BREACH**

In the event of a Data Breach, the Contractor shall comply with provisions of NH [RSA 359-C](#).

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**H-25.13 PRICING**

**H-25.13.1 ACTIVITIES/DELIVERABLES/MILESTONES DATES AND PRICING**

The Contractor must include, within the fixed price for all activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F, Form F-1.

**H-25.13.2 SOFTWARE LICENSING, MAINTENANCE, ENHANCEMENTS, AND SUPPORT PRICING**

The Contractor must provide the minimum Software support and Services through Software Licensing, maintenance, Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

For Software Licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F, Form F-1: *Pricing Worksheets*.

**H-25.13.3 INVOICING**

The Contractor 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 Contractor shall only submit invoices for Milestones 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 Milestone and identification of the Milestone or Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice issuance. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Contractor of the alleged error prior to the due date of such payment. The State and the Contractor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Contractor. The State shall promptly pay upon resolution of such dispute or within thirty (30) days of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

**H-25.13.4 OVERPAYMENTS TO THE CONTRACTOR**

The Contractor 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.

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**H-25.13.5 CREDITS**

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

**H-25.13.6 RECORDS RETENTION AND ACCESS REQUIREMENTS**

The Contractor 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 Contractor Records Retention.

The Contractor 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 Contractor 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 Contractor 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 Contractor'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-25.13.7 ACCOUNTING REQUIREMENTS**

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

**H-25.14 TERMINATION**

**H-25.14.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of the Contractor 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. 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 Contractor 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 Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor 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 Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the 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;
- c. 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;
- d. Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both; and
- e. Procure Services that are the subject of the Contract from another source and the Contractor 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 Contractor 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.

This section H-25.14 shall survive termination or Contract Conclusion.

**H-25.14.2 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 Contractor. In the event of such termination for convenience, the State shall pay the Contractor 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 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 Worksheets*.



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During the thirty (30) day period, the Contractor 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-25.14.3 TERMINATION FOR CONFLICT OF INTEREST**

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Contractor 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 Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

**H-25.14.4 TERMINATION PROCEDURE**

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor 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, Contractor 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 Contractor and in which 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 State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Contractor has surrendered to the State all said property.

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**H-25.15 LIMITATION OF LIABILITY**

**H-25.15.1 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 Contractor shall not exceed the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions – Section 1.8: Price Limitation.*

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-25.15.2 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-25.15.3 SURVIVAL**

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract Conclusion.

**H-25.16 CHANGE OF OWNERSHIP**

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

**H-25.17 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

The Contractor 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.

The Contractor shall remain wholly responsible for 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 Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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**H-25.18 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-25.19 VENUE AND JURISDICTION**

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

**H-25.20 PROJECT HOLDBACK**

The State WILL NOT holdback a percentage of the contract value from invoices.

**H-25.21 ESCROW OF CODE**

Contractor 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 Contractor’s Proposal for Review by the State. The escrow Agreement requires the Contractor to put the Contractor 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 Contractor has made an assignment for the benefit of creditors;
- b. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Contractor’s assets;
- d. The Contractor 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;
- e. Contractor defaults under the Contract; or
- f. Contractor 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: PORTSMOUTH BRIDGES EXISTING COMMUNICATIONS DIAGRAM**

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**APPENDIX I: PORTSMOUTH BRIDGES EXISTING COMMUNICATIONS  
DIAGRAM**

*Provided as a Supporting Document on the Department of Administrative Services website*

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**APPENDIX J: PORTSMOUTH BRIDGES COMMUNICATIONS REDUNDANCY PLAN**

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**APPENDIX J: PORTSMOUTH BRIDGES COMMUNICATIONS REDUNDANCY PLAN**

*Provided as a Supporting Document on the Department of Administrative Services website*

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**APPENDIX K: TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document. A list of common acronyms and abbreviations are included following this table.

Additional terms, definitions, acronyms and abbreviations can be found in NHDOT Standard Specifications Section 101. Where a conflict occurs between the terms and definitions in the RFP and the terms and definitions in the NHDOT Standard Specifications, the terms and definitions in the RFP shall govern.

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Milestone or Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Contractor and agreed to by the Owners that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Agency</b>	An Agency of the Owners.
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Alternative Technical Concept (ATC)</b>	An Alternative Technical Concept is a deviation from the requirements of the RFP Documents as proposed by the Contractor and approved by the Owners. To be considered an ATC, a deviation must represent an equal or better end product in performance, quality, life-cycle costs, and/or ease of maintenance. The decision to treat a proposed ATC as valid is at the sole discretion of the Owners.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Authorized User</b>	The Contractor's employees, Contractors, Subcontractors or other agents who need to access the Owners Personal Data to enable the Contractor to perform the Services required.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Contractor's final offer following the conclusion of discussions. Not applicable to this Contract.
<b>Breach or Breach of Security</b>	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.
<b>Business Hours</b>	Business hours are defined as 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding State Holidays.
<b>Certification</b>	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.

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<b>Change Order</b>	Formal Documentation prepared for a proposed Revision to the Contract. Refer to NHDOT Standard Specifications Section 104.02
<b>Completion Date</b>	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
<b>Contract</b>	An Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the RFP Documents. It shall also have the meaning indicated in the NHDOT Standard Specifications, Section 101.
<b>Contract Administrator</b>	The field representative of the Owners having direct supervision of the administration of the Project during construction activities. The Contract Administrator is an employee of the Owners and reports to the State Project Manager during construction.
<b>Contract Agreement</b>	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Contract Conclusion</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Contractor 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.
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: <i>Price Limitation</i> , as well as Part 3, Exhibit C – Paragraph 2: <i>Contract Price</i> .
<b>Contractor Contractor Team</b>	The contracted team consisting of the Lead Contractor and its employees, consulting engineers, subcontractors, subconsultants, agents, and affiliates who are submitting a Proposal to this RFP and will be providing the Services agreed to under the Contract. Contractor may be used interchangeably with Contractor Team and Design-Builder.

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<b>Contractor Team's Authorized Representative</b>	The single point of contact for the Contractor with whom the State Project Manager will correspond regarding the Proposals and Contract.
<b>Custom Code</b>	Code developed by the Contractor specifically for this Project for the State of New Hampshire.
<b>Custom Software</b>	Software developed by the Contractor specifically for this Project for the State of New Hampshire.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
<b>Deficiency</b>	An attribute, flaw, or defect that causes the System not to properly operate or that may be expected to have a material adverse effect on the normal operation of the System.
<b>Deliverable</b>	A Deliverable is any Written, Hardware, or Other submission item, provided by the Contractor to the Owners under the terms of a Contract requirement.
<b>Department</b>	The New Hampshire Department of Transportation.
<b>Department of Information Technology (DoIT)</b>	The New Hampshire Department of Information Technology established under <a href="#">RSA chapter 21-R</a> by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the transformation of Data for security purposes.
<b>Engineer (Contractor)</b>	An Engineer is a licensed Professional Engineer with the authority to practice engineering in the jurisdiction of licensure.
<b>Engineer (Owners)</b>	New Hampshire Department of Transportation and its designated Contract Administrator.
<b>Engineer of Record</b>	The Engineer of Record is a member of the Contractor's Team that shall be responsible for the preparation of plans and specifications, and generally oversees the design phase of the project. All engineering products shall be signed and stamped by the Engineer of Record, though the Engineer of Record may delegate that authority for specific work products performed by other Contractor Engineers.
<b>Enhancements</b>	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.

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<b>Event of Default</b>	Any one or more of the following acts or omissions of a Contractor shall constitute an Event of Default hereunder (“Event of Default”): <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on Schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract.</li> </ul>
<b>Extended Term</b>	An extension of the Contract initial term as a result of a negotiated settlement for the Final System Acceptance.
<b>Field Design Change</b>	Changes to Contract Documents after Release for Construction Documents have been approved. See Book 2 - Technical Provisions for more details.
<b>Final System Acceptance</b>	The Acceptance that indicates the Contract completion date and the start of the Warranty and Maintenance Period.
<b>Final System Design</b>	The system design milestone associated with 98% complete Contract Documents prepared by the Contractor. Refer to Book 2 – Technical Provisions for more information.
<b>Firm Fixed Price Contract</b>	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor’s cost experience in performing the Contract.
<b>GAAP</b>	Generally Accepted Accounting Principles.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>High Level Bridge</b>	Refers to the I-95 bridge over the Piscataqua River.
<b>Information Technology (IT)</b>	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.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Personnel</b>	Personnel identified by the Owners and by the Contracted Contractor as essential to work on the Project.
<b>Lead Contractor</b>	The contractor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. For the purposes of this Project, the Lead Contractor shall mean only the single firm (or in the case of a joint venture, the joint venture entity) that signs the Project Contract with the State of New Hampshire.
<b>Licensee</b>	The Local Authority who will be granted a license to any vendor software.

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<b>Local Authority</b>	The Owner who has specific jurisdiction and/or authority on the roadway or bridge segment in context. For example, NHDOT is the Local Authority along I-95 south of the High Level Bridge whereas MTA is the Local Authority along the Maine Turnpike.
<b>Non-Exclusive Contract</b>	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.
<b>Non-Public Information</b>	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Owners because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time. There are two phases to the NTP for this Contract: <ul style="list-style-type: none"> <li>• NTP1 is defined as the date immediately following the Effective Date when the Contractor is authorized to begin limited work on the Project. Upon NTP1, the Contractor is authorized to enter the Project rights-of-way to conduct site surveys and investigations.</li> <li>• NTP2 is defined as the date the Owners approve the Project Controls documentation. Upon NTP2, the Contractor is authorized to start all Work associated with the Project, subject to the requirements and provisions of the RFP Documents.</li> </ul>
<b>Open Data Formats</b>	A Data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in <a href="#">RSA chapter 21-R:10</a> and <a href="#">RSA chapter 21-R:11</a> .
<b>Open Standards</b>	Specifications for the encoding and transfer of computer Data that is defined in <a href="#">RSA chapter 21-R:10</a> and <a href="#">RSA chapter 21-R:13</a> .
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the Owners in their daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the Owners in their daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	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.

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<b>Owners</b>	The Project Owners are defined as NHDOT, MaineDOT, and MTA, jointly.
<b>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.
<b>Preliminary System Design</b>	The system design milestone associated with 60% complete Contract Documents prepared by the Contractor. Refer to Book 2 – Technical Provisions for more information.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Controls</b>	The documentation required after NTP1 and prior to NTP2. Refer to Book 2 – Technical Provisions for additional information.
<b>Project Corridor</b>	The Project Corridor is defined as the limits of the operational PTSU system: along I-95 northbound from Exit 5 in New Hampshire to Exit 3 in Maine and along I-95 southbound from Exit 2 in Maine to Exit 5 in New Hampshire.
<b>Project Limits</b>	The Project Limits are defined as the area of I-95/Maine Turnpike from the Hampton Toll Plaza to the York Toll Plaza, including its interchange ramps, adjacent arterials, and surrounding local street network in the Town of Kittery and City of Portsmouth that will be the sites of the proposed ITS equipment and the locations of temporary traffic controls required for the Project.
<b>Project Manager</b>	The Contractor employee responsible for the Contractor’s execution of the whole Project. This individual will be the primary point of contact for the State Project Manager after the Effective Date.
<b>Project Staff</b>	Owners’ personnel assigned to work with the Contractor on the Project.
<b>Project Team</b>	The group of Owners employees and Contractor’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.
<b>Proposal</b>	The submission from a Contractor in response to the Request for a Proposal or Statement of Work.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified then the Review Period is fifteen (15) working days.

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<b>RFI (Request for Information)</b>	Any written correspondence made by the Contractor to clarify or interpret the RFP Documents, or to request a change to the RFP Documents. An RFI is the first formal step in a Contractor-requested Change Order.
<b>RFP (Request for Proposal)</b>	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.
<b>RFP Documents</b>	RFP Documents include the four Books of the RFP along with the Supporting Documentation and Additional Specifications, Standards, and Guidance Documents referred to in this RFP.
<b>Schedule, Final</b>	The dates and timeline prepared by the Contractor at the start of the Project indicating Project deadlines for performance of all Work with Project milestones, events, and activities under the Contract. The final Schedule shall be the basis for all subsequent Progress Schedules submitted by the Contractor.
<b>Schedule, Progress</b>	The tasks, dates and timeline prepared by the Contractor indicating Project deadlines for performance of Services and other Project milestones, events, and activities under the Contract. The Schedule shall be prepared in accordance with NHDOT Standard Specifications Section 108.03A.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in the Contract.
<b>Software</b>	All Custom Software and COTS Software provided by the Contractor under the Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the Owners to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The Owners do not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Software License</b>	Licenses provided to the Owners under this Contract.
<b>Solution</b>	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 Owners provided by the Contractor in response to this RFP.

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<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	The State is the State of New Hampshire as the contracting authority. STATE is defined as: <b>State of New Hampshire</b> <b>Department of Transportation</b> <b>6 Hazen Drive</b> <b>Concord, NH 03301</b> Reference to the term “the State” shall include applicable agencies.
<b>Statement of Work (SOW)</b>	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 Owners and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
<b>State’s Confidential Records</b>	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 <a href="#">RSA chapter 91-A: Access to Governmental Records and Meetings</a> .
<b>State Data</b>	All Data created or in any way originating with the Owners, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the Owners, whether such Data or output is stored on the Owners hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the Owners or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State Project Manager (PM) State Point of Contact</b>	The Owners’ representative and the Contractor’s primary point of contact with regard to Project Management, Project execution, and all technical matters of the RFP Documents. The State Project Manager may delegate the point of contact role for construction-related issues.

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<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Lead Contractor, which is performing Services under this Contract under a separate contract with or on behalf of the Lead Contractor. All Subcontractors are subject to the approval of the Owners in accordance with NHDOT Standard Specifications Section 108.01.
<b>Supporting Documents</b>	Materials additional to the RFP Documents that provide information and guidance to the Contractor. Supporting Documents will be made available to the Contractors at the time the RFP is released.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>System Solution</b>	The Contractor's proposed design and construction plan to provide the PTSU System.
<b>Technical Authorization</b>	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: <ol style="list-style-type: none"> <li>1. Consistent with Statement of Work within statement of Services;</li> <li>2. not constitute a new assignment; and</li> <li>3. not change the terms, documents of Specifications of the SOW.</li> </ol>
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Unit Test</b>	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing (UAT)</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Value Engineering</b>	Value Engineering is the systematic and organized approach to meeting the spirit and intent of the Project's requirements at a lower cost through innovation.

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<b>Value Engineering Change</b>	A deviation from the requirements of the RFP Documents as proposed by the Contractor that results in a lower cost, improved quality, or both. To be considered a Value Engineering Change, a deviation must represent an equal or better end product in performance, quality, life-cycle costs, and or ease of maintenance. Value engineering changes will be evaluated in accordance with NHDOT Standard Specifications Section 104.11. Cost savings shall be shared between the Contractor and the Owners.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Virtual Private Network (VPN)</b>	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network.
<b>Warranty Period</b>	A period of coverage during which the Contracted Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Services</b>	The Services to be provided by the Contractor during the Warranty Period.
<b>Work</b>	The activities required under the Project.
<b>Work Hours</b>	The hours of the day that the Contractor will be on-site providing Services for the Project. Normal work hours are defined as 7:00 a.m. to 5:00 p.m. on Working Days. Refer to NHDOT Standard Specifications Section 101 for the definition of a Working Day, except that a Working Day does include the period December 1 to April 1, inclusive.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the RFP Documents. 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: <i>System Requirements and Deliverables</i> . The Work Plan shall include a detailed narrative of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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**COMMON ACRONYMS AND ABBREVIATIONS**

The following terms apply to this RFP and any resulting Contract.

AASHTO – American Association of State Highway Transportation Officials  
ATC – Alternative Technical Concept  
ATMS – Advanced Transportation Management System  
AVI – Automatic Vehicle Identification  
ANSI – American National Standards Institute  
CA – Contract Administrator  
CARS – Condition Acquisition Reporting System  
CCTV – Closed Circuit Television  
CD – Compact Disk  
CD-ROM – Compact Disk - Read Only Memory  
CEI – Construction, Engineering and Inspection  
CG – Carrier Guard  
CMP – Configuration Management Plan  
CPM - Construction Project Management  
COTS – Commercial Off the Shelf  
CQC – Construction Quality Control  
DBA – Database Administrator  
DVD – Digital Video Disk  
DMS – Dynamic Message Sign  
DOT – Department of Transportation  
DQC – Design Quality Control  
EB – Eastbound  
EMT - Electrical Metallic Tubing  
EOC – Emergency Operations Center  
EOR - Engineer of Record  
FHWA – Federal Highway Administration  
FSD – Final System Design  
GIS – Geographic Information System  
GPS – Global Positioning System  
HAR – Highway Advisory Radio  
HLB – High Level Bridge  
IEEE – Institute of Electrical and Electronics Engineers  
IEN – Information Exchange Network  
IP – Internet Protocol  
ISO – International Standards Organization  
ISP – Internet Service Provider  
ITS – Intelligent Transportation Systems  
JGS - Job Guide Schedule  
LAN – Local Area Network  
LCD – Liquid Crystal Display  
MPEG – Motion Picture Experts Group



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MOT- Maintenance of Traffic  
MTBF – Mean Time Between Failure  
MTTR – Mean Time to Repair  
MVDS – Motor Vehicle Detection System  
NB – Northbound  
NEC – National Electric Code  
NEMA – National Electrical Manufacturers Association  
NTCIP – National Transportation Communications for ITS Protocol  
NTP – Notice to Proceed  
NHDAS - New Hampshire Department of Administrative Services  
NHDOS - New Hampshire Department of Safety  
NHDOT– New Hampshire Department of Transportation  
NH DOIT – New Hampshire Department of Information Technology  
NTSC – National Television Standards Committee  
OTDR – Optical Time Domain Reflectometer  
PDF – Portable Document File  
P.E. or PE – Professional Engineer  
PL – Private Line  
PMP – Project Management Plan  
PSD – Preliminary System Design  
PS&E – Plans, Specifications and Estimates  
PSAP – Public Safety Answering Point  
PSTN – Public Switched Telephone Network  
PTZ – Pan, Tilt and Zoom  
QA – Quality Assurance  
QC – Quality Control  
QMP – Quality Management Plan  
QoS – Quality of Service  
RFI – Request for Information  
RFP – Request for Proposal  
SB – Southbound  
SCMP – Software Configuration Management Plan  
SDO – Standards Development Organization  
SDP – Software Development Plan  
SE- System Engineering  
SFR – Software Functional Requirements  
SP – State Police  
SML – Sarah Mildred Long  
SONET – Synchronous Optical Network  
SwRI – Southwest Research Institute  
TBD – To Be Determined  
TCP - Traffic Control Plans  
TMP – Traffic Management Plans  
TMS – Transportation Management System  
TMC – Transportation Management Center  
TMCC – Traffic Management and Communication Center

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TSMO – Transportation Systems Management and Operations  
UAT – User Acceptance Testing  
US – United States  
VE – Value Engineering  
VoIP – Voice Over Internet Protocol  
VSS – Vehicle Sensor System  
VSL – Variable Speed Limit  
WCS - Wireless Communications System  
WB – Westbound