



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Turnpikes
February 3, 2020

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

REQUESTED ACTION

Authorize the Department of Transportation to exercise contract renewal options with Conduent State and Local Solutions, Inc. (Vendor #174856) of Germantown, MD, 20876 for a one-year **sole-source** contract extension for toll maintenance services for the Toll Collection System for the Bureau of Turnpikes within the Division of Operations, in an amount not to exceed \$1,536,000.00 beginning on July 1, 2021 through June 30, 2022. This contract amendment increases the original contract from \$21,533,859.00 to \$22,519,859.00. The original contract was approved by Governor and Council on May 23, 2012, Item #104, amended on June 7, 2017, item #48, and amended on June 19, 2019, Item #106. 100% Turnpike Funds.

Conduent's estimated total cost for this sole source extension is \$1,536,000.00, but the existing contract presently has approximately \$550,000.00 of available funds to be brought forward due to delay in the original contract's maintenance and operation. With these carry forward funds, the requested additional contract funds are only \$986,000.00.

Funding is contingent upon the availability and continued appropriation of funds for FY 2022, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-096-096-961017-7050	<u>FY 2022</u>
Toll Collection	
024-500225 Contract Repairs Equipment	\$986,000.00

EXPLANATION

On May 23, 2012, Governor and Council approved the original contract with Conduent for the installation and maintenance for the toll collection system (TCS) for the Bureau of Turnpikes to be effective for a 5-year period through June 30, 2017. The contract also included provisions for two 2-year optional maintenance periods through June 30, 2021.

On June 7, 2017, Governor and Council approved contract amendment 1 with Conduent for the maintenance of the toll collection system to be effective for a 2-year period through June 30, 2019.

On June 19, 2019, Governor and Council approved contract amendment 2 with Conduent for the maintenance of the toll collection system to be effective for a 2-year period through June 30, 2021. This was the last of two 2-year extensions that were included in the original contract.

The Department requests this as a **sole-source** because Conduent's current contract ends on June 30, 2021 with no further contract extensions. With this in mind, the Department is in the process of developing and issuing a Request for Proposal (RFP) for future toll system and maintenance efforts within the Toll Plazas. This RFP will be for the processing of transactions in the Cash and E-ZPass lanes in the Toll Plazas, receiving transactions from Open Road Tolling (ORT) and All Electronic Tolling (AET) systems to consolidate to one reporting system, and send all transactions (Toll Plaza Lanes, ORT and AET) to the E-ZPass Back Office System. This RFP's maintenance and operation would be scheduled to begin July 1, 2021 when Conduent contract expires. Even though this date is over a year and half away, the RFP procurement schedule, contract approval, design, testing, equipment and system implementation can take up to two (2) years which goes beyond the Conduent June 30, 2021 contract expiration date.

In addition to the possibility of a new vendor maintaining Conduent system until their system is installed, the Department also has the conversion of Dover and Rochester plaza to AET during a similar time frame, construction season 2021. The Department has dealt with overlapping maintenance between Toll System lane vendors in the past but overlapping of a new AET system creates more concerns and coordination between vendors and the transaction processing. This type of overlapping efforts and documenting vendor responsibilities into a new RFP creates risk on the potential vendors bidding on the RFP. This type of risk creates a higher cost and more potential problems in dealing with revenue reconciliation especially since the Toll System (Lanes) collects all transactions and sends them to the E-ZPass vendor.

Due to the above concerns the Department is recommending the existing contract with Conduent's State and Local Solutions, Inc. (Vendor #174856) to be extended as a 1-year sole source to perform the maintenance services for the existing Toll System in our Toll Plazas until June 30, 2022. This continuation of the contract will allow the Department to minimize our risk, install AET in Dover and Rochester which is under a separate contract, and implement the new Toll System within the Toll Plaza by July 1, 2022 after AET is operating. The Department will continue our plans to release the RFP for the new Toll System in early 2020.

The funding for the sole source contract amendment will cover the following:

- Conduent maintenance staff labor costs;
- Damage to equipment.

The previous monthly maintenance fee was \$122,000.00. With the additional maintenance scope and the COLA increase, the monthly maintenance fee is \$123,000.00 which is approximately a .8% increase per month and \$12,000.00 for the fiscal year.

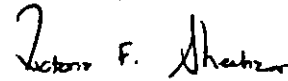
Additional maintenance cost also includes \$60,000.00 (FY2022) for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements of damage items from motor

vehicle accidents, unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$25,000.00 per event).

The contract has been approved by the Attorney General as to form and execution. Funding for FY 2022 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

cc: J. Corcoran, R. Dupuis

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

December 17, 2019

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

Dear Commissioner Sheehan:

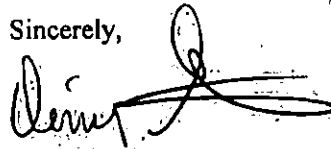
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Conduent State and Local Solutions, Inc. (Vendor #174856), as described below and referenced as DoIT No. 2012-060C.

The requested action authorizes Conduent State and Local Solutions, Inc. to continue to provide support and maintenance for the Bureau of Turnpikes Toll Collection System (TCS) for an additional year. The TCS system supports revenue collection and violation enforcement. Maintenance costs also include damage to equipment, unforeseen maintenance repairs and major weather events.

This contract amendment increases the original contract price by \$986,000 from \$21,533,859 to \$22,519,859 and extends the contract end date from June 30, 2021 to June 30, 2022.

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

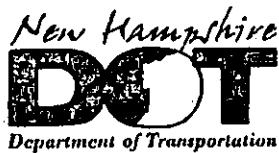
Sincerely,



Denis Goulet

DG/tv
DoIT #2012-060C

cc: Charles Burns, IT Manager, DoIT



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

October 31, 2019

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

to exercise contract renewal options with Conduent State and Local Solutions, Inc. (Vendor #174856) of Germantown, MD, 20876 for a one-year SOLE SOURCE contract extension for toll maintenance services for the Toll Collection System for the Bureau of Turnpikes within the Division of Operations, in an amount not to exceed \$986,000.00.

The proposed RFP is to solicit a vendor to maintain the existing Toll Collection System while designing, building and implementing a new Toll Collection System with improved functionality. Additionally, NHDOT desires a multi-year contract with a vendor for ongoing support and maintenance.

FUNDING INFORMATION

Funding of the purchase is available as follows:

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME	FY 2022
AGENCY NAME - ACCOUNTING UNIT NAME	
CLASS- OBJECT- DESC	
04-096-096-961017-7050	\$986,000
Toll System Maintenance Expenses	
024-500225 Contract Repairs Equipment	
Total	\$986,000

EXPLANATION

Conduent's current contract ends on June 30, 2021 with no further contract extensions. With this in mind, the Department is in the process of developing and issuing a Request for Proposal (RFP) for future toll system and maintenance efforts within in the Toll Plazas. This RFP will be for the processing of transactions in the Cash and E-ZPass lanes in the Toll Plazas, receiving transactions from Open Road Tolling (ORT) and All Electronic Tolling (AET) systems so we have one reporting system, and sending all of the transactions (Toll Plaza Lanes, ORT and AET) to the E-ZPass Back Office System. This RFP's maintenance and operation would be scheduled to begin July 1, 2021 when Conduent contract expires. Even though this date is over a year and half away, the RFP procurement schedule, contract approval, design, testing, equipment and system implementation can take up to two (2) years which goes beyond the Conduent June 30, 2021 contract expiration date.

CONTACT PERSON:

Renee Dupuis, Assistant Bureau Administrator
New Hampshire Department of Transportation
Bureau of Turnpikes
I-93 Exit 11 (Hooksett)
PO Box 2950
Concord, NH 03302
Phone: 603-485-6253
Email: renee.dupuis@dot.nh.gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Charles Burns
IT Leader – Transportation, DoIT at NHDOT

Approved by: 

David Rodrigue
Director of Operations, NHDOT

RFP/Contract Number: #2012-060

cc: DoIT Representative – Charles Burns
DoIT Contracts and Procurements Manager – Irene Koffink@doit.nh.gov

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 3

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Toll Collection System Request for Proposal, on May 23, 2012 Item #104, (herein after referred to as the "Agreement"), Xerox State & Local Solutions, Inc. (VC# 174856) (presently known as Conduent State & Local Solutions, Inc., hereinafter referred to as "Vendor" or "Conduent") agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department" or "NHDOT") acting for the benefit of the Agency, agrees to manage the maintenance services for the Toll Collection System.

WHEREAS, pursuant to Provision 18 of the Form P-37 to the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Governor and Council approved the first amendment to the Agreement (Contract #2012-060, State Contract #5000283) between the State of New Hampshire Department of Transportation and Conduent State and Local Solutions, Inc. (VC# 174856) of Germantown, Maryland on June 7, 2017 Item # 48, to be effective through June 30, 2019;

WHEREAS, the Governor and Council approved the second amendment to the Agreement (Contract #2012-060, State Contract #5000283) between the State of New Hampshire Department of Transportation and Conduent State and Local Solutions, Inc. (VC# 174856) of Germantown, Maryland on June 19, 2019 Item #106, to be effective through June 30, 2021;

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this Third Amendment;

WHEREAS, Conduent and the Department have agreed to extend the Agreement through June 30, 2022;

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

- 1. The Contract is extended through June 30, 2022.**
- 2. General Provisions of the Agreement (Form P-37) are hereby amended as follows:**
 - a. Amend Section 1.7 of the General Provisions of the Agreement by extending the Completion Date from June 30, 2021 to June 30, 2022.
 - b. Amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$21,533,859 and adding a new price limitation of \$22,519,859.
- 3. Part II, 1.3 Contract Term, second paragraph shall be replaced as follows:**

The Contract shall begin on the Effective date and extend through June 30, 2017. The Term may be extended up to two 2-year extension, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30,

Conduent-Amendment 3 Contract Extension
Initials SR

Conduent State & Local Solutions, Inc.
Date 11/27/20

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 3

2021. The Term may be extended for an additional one year, up to but not beyond June 30, 2022, at the sole option of the State, for maintenance service for the Toll Collection System extension.

4. Part II, Section 2.2 Non-Exclusive Not to Exceed Contract, third paragraph shall be replaced as follows:

Notwithstanding any other provisions of the Contract to the contrary, in no event shall total payments under the Contract exceed \$22,519,859.

5. Exhibit A - Contract Deliverables of the Agreement is hereby amended as follows:

- Under Section 2 - Deliverables, Milestones, and Activities Schedule, add the following table to Subsection 2.3:

Maintenance Schedule			
	In-Lane Maintenance by Lane	Annual Support	7/1/2021- 6/30/2022

6. Exhibit B - Price and Payment Schedule of the Agreement is hereby amended as follows:

- Under Section 1 Deliverable Payment Schedule, Section 1.1 Non-Exclusive Not to Exceed, replace the first sentence of the first paragraph as follows:

This is a Non-Exclusive Not to Exceed (NTE) Contract totaling \$22,519,859 for the period between the Effective Date through June 30, 2022.

- Under Section 1 Deliverable Payment Schedule, 1.1 Non-Exclusive Not to Exceed, add the following tables:

Table 1: Tolling Maintenance				
Fiscal Year 2022				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
1	In-Lane Maintenance Host Hardware and System Maintenance	July 1, 2021 - June 30, 2022	\$123,000	\$1,476,000
2	Maintenance Contingency	July 1, 2021 - June 30, 2022	\$5,000	\$60,000
		FY 22 Estimate Total		\$1,536,000
		Maintenance Total:		\$1,536,000

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 3

Table 2 – Amendment 03 Conduent Rates Pricing Worksheet (Hourly Rates)		
Project Personnel	Inclusive Date(s) FY (2021 Forward)	Rate/Hour (Not to Exceed)
Project Principal	7/1/2021-6/30/2022	\$0.00
Project Manager	7/1/2021-6/30/2022	\$0.00
Database Analyst	7/1/2021-6/30/2022	\$169.94
Senior Programmer Analyst- On shore	7/1/2021-6/30/2022	\$202.27
Senior Programmer Analyst- Off shore	7/1/2021-6/30/2022	\$77.88
Database Administrator	7/1/2021-6/30/2022	\$195.31
Hardware Engineer	7/1/2021-6/30/2022	\$155.20
Licensed Electrician	7/1/2021-6/30/2022	\$184.89
Installation Technician	7/1/2021-6/30/2022	\$137.59
Maintenance Manager	7/1/2021-6/30/2022	\$118.47
Maintenance Technician	7/1/2021-6/30/2022	\$65.24
Any travel for out of scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel the Contractor shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursements must be supported by appropriate records and receipts.		

3. Under Section 2 Total Contract Price, first paragraph shall be replaced as follows:

Notwithstanding any other provisions of the Contract to the contrary, and notwithstanding unexpected circumstance, in no event shall the total of all payments made by the State exceed \$22,519,859 ("Total Contract Price"). The payment by the State to the total Contract price shall be only, and the complete reimbursement to Conduent for all fees and expenses, of whatever nature, incurred by Conduent in the performance hereof.

7. Amend the table, that was added in the Contract Amendment 2, paragraph 8, as follows:
Contract # 14808 – Toll Collection System Contract Amendment Descriptions:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #14808	Original Contract	July 1, 2012 through June 30, 2017	\$14,785,605
Contract # 14808 Amendment # 1	Amendment 01	July 1, 2017 through June 30, 2019	\$3,700,254
Contract # 14808 Amendment # 2	Amendment 02	July 1, 2019 through June 30, 2021	\$3,048,000
Contract # 14808 Amendment # 3	Amendment 03	July 1, 2021 through June 30, 2022	\$986,000
CONTRACT TOTAL			\$22,519,859

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 3

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

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

Scott Doering
Scott Doering, Vice President and General Manager
Conduent State and Local Solutions, Inc.

Date: 1/27/20

Corporate Signature Notarized:

STATE OF Florida COUNTY OF Orange

On this the 27th day of January, 2020, before me, Tara Anne Guzman, the undersigned Officer Scott Doering personally appeared and acknowledged her/himself to be the General Manager of Tolling, of Conduent, a corporation, and that she/he as such Scott Doering being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Scott Doering.

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

Tara Anne Guzman
Notary Public/Justice of the Peace

My Commission Expires: 2/17/20

(SEAL)

Tara Anne Guzman
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF961839
Expires 2/17/2020

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

Date: 3/2/2020

Allan B. Greenstein
Approval by Attorney General's Office

Date: 3/26/20

Approval by the Governor and Council

Date: _____

CERTIFICATE OF ASSISTANT SECRETARY

I, Paul Webber, IV, in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation ("Corporation"), am delivering this Certificate of Assistant Secretary to the State of New Hampshire Department of Transportation, Bureau of Turnpikes ("Department") in connection with that certain Contract Amendment Number 3, Toll Collection System Project 14808, between the Corporation and the State ("Amendment").

I do hereby certify that Scott Doering is a duly appointed, qualified and acting officer of the Corporation, and in that capacity is authorized to sign the Amendment, and any other documents associated therewith, on behalf of the Corporation and remains in full force and effect as of January 27, 2020 for 30 days.

IN WITNESS WHEREOF, I have set my hand to this Certificate of Assistant Secretary as of this 24th day of February 2020.

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

SEAL: _____

By: _____



Paul Webber, IV.
Assistant Secretary

State of New Hampshire

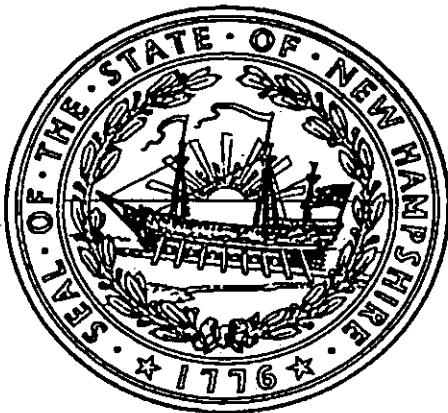
Department of State

CERTIFICATE

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

Business ID: 152777

Certificate Number: 0004800174



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2020

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

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

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com	CONTACT NAME: Lauren Giangrande, Senior Vice President PHONE (A/C, No, Ext): 212 345 8869 FAX (A/C, No): E-MAIL ADDRESS: Lauren.Giangrande@marsh.com																					
INSURED Conduent State & Local Solutions, Inc 2828 N Haskell Ave Dallas, TX 75204	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : ACE American Insurance Company</td><td></td><td>22667</td></tr><tr><td>INSURER B : N/A</td><td></td><td>N/A</td></tr><tr><td>INSURER C : Indemnity Ins Co Of North America</td><td></td><td>43575</td></tr><tr><td>INSURER D : ACE Fire Underwriters Ins. Co.</td><td></td><td>20702</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : ACE American Insurance Company		22667	INSURER B : N/A		N/A	INSURER C : Indemnity Ins Co Of North America		43575	INSURER D : ACE Fire Underwriters Ins. Co.		20702	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** NYC-009975221-25 **REVISION NUMBER:** 38

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDOG71235464	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25288166	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLR C66040331 (AOS) WLR C6604029A (AZ, CA, MA) SCF C66040379 (WI)	01/01/2020 01/01/2020 01/01/2020	01/01/2021 01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Contract with the State of New Hampshire DOT - Toll Collection System - Contract # 2012-060.

State of New Hampshire, Department of Transportation, is named as additional insured under the contractual provision on the above general liability policy.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
Attn: David J. Brillhart - Assistant Commissioner
PO Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Lauren Giangrande

Lauren Giangrande

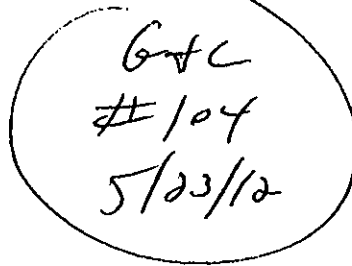


CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER



May 3, 2012
Bureau of Turnpikes

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Contract with Xerox State and Local Solutions, Inc. (Xerox), Germantown, MD, Vendor #174856, in the amount of \$14,785,605, for design, testing, installation and maintenance services for the Toll Collection System (TCS) for the Bureau of Turnpikes effective upon Governor and Council approval, through June 30, 2017 with an option to renew, at the sole discretion of the State, for up to two 2-year optional maintenance periods up to, but not beyond June 30, 2021, subject to Governor and Council approval. 100% Turnpike Funds.

Funding is available as follows with the authority to adjust encumbrances for the State fiscal year through the Budget Office if needed and justified.

	<u>FY 2013</u>	<u>FY2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
04-096-096-961017-7511 Toll Collection Equipment 030-500311 Equipment	\$7,234,649				
04-096-096-961017-7050 Toll System Maintenance Expense 024-500225 Contract Repairs Equipment	\$1,359,038	\$1,314,490	\$1,725,741	\$1,586,676	\$1,565,011
Fiscal Year Totals	\$8,593,687	\$1,314,490	\$1,725,741	\$1,586,676	\$1,565,011

Funding for FY 2014 through FY 2017 is contingent upon the availability and continued appropriation of funds.

EXPLANATION

The above referenced contract involves engaging Xerox under a 5-year contract to perform the design, testing, installation and maintenance services for the Toll Collection System (TCS) for the Bureau of Turnpikes. This request specifically addresses the procurement of the TCS system and the related maintenance services under a Request for Proposals (RFP 2012-060).

The initial portion of the contract involves the design, testing and installation of an enhanced TCS system with new software and the replacement of select hardware components, while maximizing the use of existing viable equipment. The TCS system will specifically support revenue collection and violation enforcement for all toll lanes system-wide, except the Open Road Tolling (ORT) lanes at the Hampton and Hooksett (to be operational by June 2013) Toll Plazas, and will interface with the current customer service and violation processing center already operated by Xerox under an existing, separate contract. The TCS system will be installed over a maximum period of one year during which time Xerox will also maintain the existing (TRMI) TCS system. The current vendor, TRMI, will be retained on a time and materials basis for software support during the transition period. The current TRMI contract expires on June 30, 2012.

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

On December 16, 2011, the Department publicly advertised the RFP. During the response period, the Department conducted a Vendor Conference for all vendors who responded with intent to submit and entertained questions and/or inquires from the Vendors. Proposals were received from the following vendors in accordance with the requirements for submission, including the stipulated deadline of February 16, 2012:

VENDOR NAME

- Delcan/E-Transit (a joint venture)
- Telvent
- TransCore, LP
- TRMI Systems Integration
- Xerox State and Local Solutions, Inc. (formerly ACS State & Local Solutions, Inc.)

Proposals from each vendor were reviewed by the TCS RFP Selection Committee along with technical review support by the Bureau of Turnpikes' tolling consultant, Jacobs Engineering. On March 20 and 21, 2012, the Selection Committee held interviews with the five vendor teams, where each team conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; and participated in an open question and answer period. The Selection Committee is comprised of the Bureau of Turnpikes' Administrator, Assistant Administrator, and Toll Manager, as well as DoIT Manager.

Following the interviews on March 21, 2012, the Selection Committee met to discuss the Vendor Interviews and finalize the ratings of the Proposals. The Selection Committee used the table below to rate the technical aspect of each proposal taking into account the TCS system design and technical approach; ability to execute and meet the project schedule; system maintenance and warranty approach; and firm's qualifications, project team, capabilities and references. The technical aspect accounted for 60 of the total 100 maximum points. A minimum of 42 points was required, as specified in the RFP, for further consideration in the overall selection process. Proposals not receiving a technical score of 42 points or higher, in addition to being removed from further consideration, had the corresponding price proposal returned unopened to the applicable vendor.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	60
<i>Design and Technical Approach (30%)</i>	<i>18</i>
<i>Ability to Execute and Meet the Project Schedule (30%)</i>	<i>18</i>
<i>System Maintenance and Warranty Approach (20%)</i>	<i>12</i>
<i>Firms Qualifications, Project Team, Capabilities and References (20%)</i>	<i>12</i>
*PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	40
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

*The following formula was used to assigned points for the price proposal: Vendor's Price Score = (Lowest Proposed Price/Vendor's Proposed Price) x 40.

Based on the above mentioned analysis, the Selection Committee identified three (3) vendors with technical scores exceeding 42 and worthy of consideration in the selection process. Two (2) vendors, Transcore and the joint venture of Delcan/E-Transit did not achieve the minimum technical score. As such, based on the requirements in the RFP (RFP 2012-060, Section 5.4.1 Part b), the proposal submissions were disqualified from further consideration. As a result, the corresponding price proposals were returned unopened to the respective vendors.

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

Vendor	Technical Score (max 60 points)	Price Proposal Based Price	Price Score (max 40 points)	Total Score
Xerox	54.1	\$14,168,900	38.9	93.0
Telvent	56.1	\$16,703,919	33.0	89.1
TRMI	42.8	\$13,781,959	40.0	82.8
Transcore	40.6			
Declan/E-transit	39.5			

Based on the scoring above, the Department requests approval to enter into a contract with Xerox for a 5-year agreement ending on June 30, 2017 with the option, at the sole discretion of the State, to extend for up to two 2-year optional maintenance periods, but not beyond June 30, 2021.

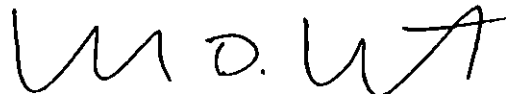
The base price was negotiated with Xerox and reduced by \$240,295 to account for a reduction in violation enforcement cameras needed in the future. In addition, the Department proposes to include the optional items of a Digital Video Auditing System (DVAS) at a cost of \$185,000 and Optical Character Recognition (OCR) software at a cost of \$72,000, which were requested in the RFP. The overall price also includes maintenance contingency costs for each fiscal year to total \$600,000 (FY2013 \$100,000, FY 2014 \$100,000, FY 2015 \$100,000, FY 2016 \$150,000 and FY 2017 \$150,000). This money is required for unanticipated repairs and/or replacements of damage items from motor vehicle accidents, and unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$45,000.00 per event).

DVAS is a tool to be used to audit Xerox to ensure that the system is operating effectively and efficiently, to assist in auditing the toll attendants, and to assist in evaluating customer complaints of being mischarged. The OCR component allows the system to efficiently and effectively identify license numbers and plate type instead of fully relying on human license plate review which is more costly. The OCR system will evaluate the confidence level of the license plate image and based on specific parameters and criteria will determine if the image is accepted or is forwarded for human image review. OCR image review processing is considerably less expensive than human review and has an approximately cost savings of \$25,000 per year.

The contract has been approved by the Attorney General as to form and execution. Funding is available for Fiscal Year 2013. Funding for 2014 through 2017 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

Attachments (Proposal Scoring summary)

cc: C. Waszczuk
J. Corcoran



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

S. William Rogers
Commissioner

May 7, 2012

Christopher D. Clement, Sr
Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Xerox State and Local Solutions, Inc as described below and referenced as DoIT number 2012-060 as described below.

This contract engages Xerox to perform design, testing, installation and maintenance services for the Bureau of Turnpikes Toll Collection System (TCS). The initial portion of the contract involves the installation of an enhanced TCS system with new software and the replacement of select hardware components, while maximizing the use of existing viable equipment. The TCS system will support revenue collection and violation enforcement and will interface with the current customer service and violation processing center already operated by Xerox under an existing, separate contract. The TCS system will be installed over a maximum period of one year during which time Xerox will also maintain the existing (TRMI) TCS system. The current vendor, TRMI, will be retained on a time and materials basis for software support during the transition period. The current TRMI contract expires on June 30, 2012.

Contract Price limitation is \$14,785,605, effective upon Governor and Executive Council approval through June 30, 2017

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

Sincerely,

S. William Rogers

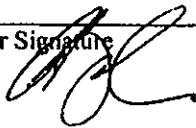
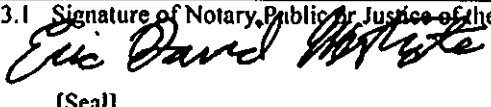
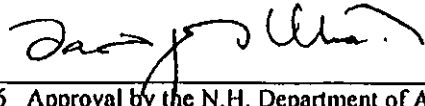
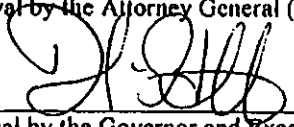
SWR/dcp
DoIT 2012-060

cc: John Corcoran, PE, Department of Transportation, Senior Engineer, Bureau of Turnpikes

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TOLL COLLECTION SYSTEM
BUREAU OF TURNPIKES - CONTRACT 2012-060
STATEMENT OF WORK
AGREEMENT - PART 1**

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

GENERAL PROVISIONS

1.1 State Agency Name Department Of Transportation		1.2 State Agency Address P.O. Box 483, Concord NH 03302-0483	
1.3 Contractor Name Xerox State & Local Solutions Inc.		1.4 Contractor Address 12410 Milestone Center Dr, Germantown MD 20876	
1.5 Contractor Phone Number 301-820-4446	1.6 Account Number 096-961017-7511-030 096-961017-7050-024	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$14,785,605
1.9 Contracting Officer for State Agency David J. Brillhart, P.E. Assistant Commissioner		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ALAN P. ALLEGRETTO GROUP PRESIDENT, ACSGT	
1.13 Acknowledgement: State of <u>VIRGINIA</u> , County of <u>FAIRFAX</u> on <u>MAY 1, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Eric David Westrate NOTARY PUBLIC Commonwealth of Virginia Reg. # 7505826 My Commission Expires Nov. 30, 2015 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>ERIC DAVID WESTRATE, PARALEGAL</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>David J. Brillhart, Asst Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/8/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TOLL COLLECTION SYSTEM
BUREAU OF TURNPIKES - CONTRACT 2012-060
CONTRACT AGREEMENT - PART 2**

1. Introduction

This Contract is by and between the State of New Hampshire, acting through Department of Transportation Bureau of Turnpikes ("State"), and Xerox State & Local Solutions, Inc. (Xerox), having its principal place of business at 12410 Milestone Center Dr., Germantown MD.

The State operates a Turnpike System that is comprised of three (3), non-contiguous, limited-access highways: the Blue Star Turnpike (I-95) and the Spaulding Turnpike (collectively referred to the Eastern Turnpike) and the F.E. Everett Turnpike (also known as the Central Turnpike). The Turnpike System is a standard barrier toll collection system providing both slow and high speed electronic payment, and cash payment. The existing system uses the regional Inter-Agency Group (IAG) Customer Service and Violations Process Center (CSC/VPC) to process E-ZPass (AVI) transactions which will continue to be used on the Agency toll lanes. This contract will allow the State to install new hardware and software to upgrade the existing low speed electronic and cash payment portions of the toll collection system.

RECITALS

The State desires to have Xerox provide and maintain a Custom Toll Collection System (TCS) including hardware and software, and associated Services for Department of Transportation;

Xerox wishes to provide a Custom Hardware and Software System and associated Services for the State.

The parties therefore agree as follows:

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 - State Terms and Conditions contained in the Form P-37
- B. Part 2 - The Contract Agreement
- C. Part 3 - Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit E-1 - Security and Infrastructure
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements- Compliance Matrix
 - Exhibit I- Work Plan
 - Exhibit J- Software License and source code
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- NHDOT RFP 2012-060 with Addenda, incorporated
 - Exhibit N- The Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TOLL COLLECTION SYSTEM
BUREAU OF TURNPIKES - CONTRACT 2012-060
CONTRACT AGREEMENT - PART 2**

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1;
- b. State of New Hampshire, Department Of Transportation, Bureau Of Turnpikes Contract 2012-060;
- c. Final State Responses to Vendor Inquiries to RFP 2012-060 (Exhibit M);
- d. RFP 2012-060 Toll Collection System, dated December 16, 2011, with addendum(s) 1 and 2 incorporated; then
- e. The Contracted Vendor's Proposal to RFP 2012-060, dated February 16, 2012.

1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution 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 shall begin on the Effective Date and extend through June 30, 2017. The Term may be extended up to two 2-year extensions, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2021.

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

The State does not require Xerox to commence work prior to the Effective Date; however, if Xerox commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Xerox. In the event that the Contract does not become effective, the State shall be under no obligation to pay Xerox for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract in accordance of the payment schedule in Exhibit B.

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

2. Compensation

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive, Not To Exceed Contract

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the 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. Xerox shall not be responsible for any delay, act, or omission of such other contractors, except that Xerox shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Xerox.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TOLL COLLECTION SYSTEM
BUREAU OF TURNPIKES - CONTRACT 2012-060
CONTRACT AGREEMENT - PART 2**

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$14,785,605

3. Contract Management

The Project will require the coordinated efforts of a Project Team consisting of both Xerox and State personnel. Xerox shall provide all necessary resources to perform its obligations under the Contract. Xerox shall be responsible for managing the Project to its successful completion.

3.1 Xerox's Contract Manager

Xerox shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Xerox's Contract Manager is:

Gail DeGraaf
Sr. Contract Manager
375 McCarter Highway
Newark, NJ 07114
Tel: (973) 368-1613
Fax: (973) 368-1600
Email: gail.degraaf@xerox.com

3.2 Xerox's Project Manager

3.2.1 Contract Project Manager

Xerox shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Xerox's selection of Xerox Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Xerox Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Xerox's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 Xerox Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Xerox's representative for all administrative and management matters. Xerox's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Xerox's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Xerox's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Xerox shall not change its assignment of Xerox Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Xerox's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Xerox Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Xerox shall assign a replacement Xerox Project Manager within ten (10) business days of the departure of the prior Xerox Project Manager, and Xerox shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Xerox Project Manager.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TOLL COLLECTION SYSTEM
BUREAU OF TURNPIKES - CONTRACT 2012-060
CONTRACT AGREEMENT - PART 2**

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Xerox in default and pursue its remedies at law and in equity, if Xerox fails to assign a Project Manager meeting the requirements and terms of the Contract.

3.2.5 Xerox Project Manager is:
James Raymond
Project Manager
18 Saint Thomas Place
Highland Falls, NY 10928
Tel: (845) 262-9587
Email: james.Raymond@xerox.com

3.3 Xerox Key Project Staff

3.3.1 Xerox shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Hardware and Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, as noted in Xerox's Proposal. The State may conduct reference and background checks on Xerox Key Project Staff. The State reserves the right to require removal or reassignment of Xerox's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement -Part 2 Section 3.6: Reference and Background Checks.

3.3.2 Xerox shall not change any Xerox Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Xerox Key Project Staff will not be unreasonably withheld. The replacement Xerox Key Project Staff shall have comparable or greater skills than Xerox Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Xerox in default and to pursue its remedies at law and in equity, if Xerox fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Xerox's replacement Project staff.

3.3.3.1 Xerox Key Project Staff shall consist of the following individuals in the roles identified below:

Xerox's Key Project Staff:

Key Member(s)

Title

George Karabin
James Raymond
Gary Shank
William Ippolito
Mike Conway

Project Principal
Project Manager
Assistant PM
Installation Manager
Quality Assurance Mgr

CERTIFICATE OF ASSISTANT SECRETARY

I, Paul R. Webber, IV, in my capacity as Assistant Secretary of Xerox State & Local Solutions, Inc., a New York corporation ("the Corporation"), am delivering this Certificate of Assistant Secretary to certify that Alan Allegretto is a qualified and acting Vice President of the Corporation, and in such capacity is authorized to sign the Toll Collection System Contract, No. 2012-060 ("the Contract") for the New Hampshire Department of Transportation, and all other documents to be executed in connection with the Contract, pursuant to the Unanimous Written Consent of the Board of Directors in Lieu of Annual Meeting of the Board of Directors dated Jan. 1, 2012.

I hereby certify that this written consent has not been amended or repealed and remains in full force and effect as of this 1st day of May 2012.

IN WITNESS WHEREOF, I have set my hand to this Certificate as of this 1st day of May 2012.

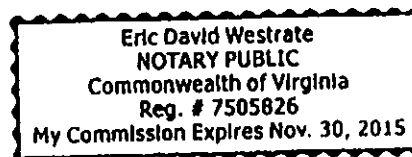
Xerox State & Local Solutions, Inc.

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

Commonwealth of Virginia)
)
County of Fairfax)

This instrument was acknowledged before this 1st day of May 2012 by Paul R. Webber, IV, Assistant Secretary of Xerox State & Local Solutions, Inc., a New York corporation, on behalf of said Corporation.

Eric David Westrate
Notary Public, Commonwealth of Virginia

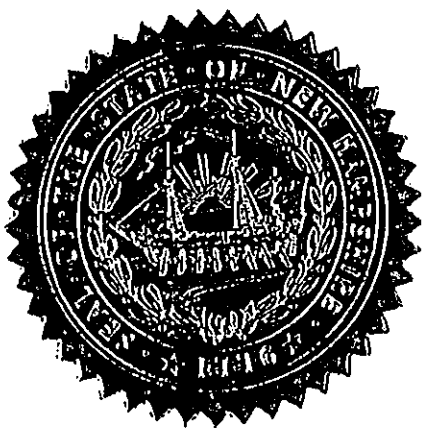


State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that XEROX STATE & LOCAL SOLUTIONS, INC., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on January 28, 1991. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April, A.D. 2012

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2012

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

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

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@Marsh.com 303099-GOVT-CAS-12-13	CONTACT NAME: PHONE (A/C, H/S, Ext): FAX (A/C, H/S): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: Indemnity Ins Co Of North America INSURER D: INSURER E: INSURER F:
INSURED Xerox State & Local Solutions, Inc 2828 N Haskell Ave Dallas, TX 75204	NAIC # 22667 N/A 43576

COVERAGES

CERTIFICATE NUMBER:

NYC-006378303-05

REVISION NUMBER: 23

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDO G28438032	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 10,000,000
	AUTOMOBILE LIABILITY		ISA H08692816	01/01/2012	01/01/2013	PRODUCTS - COMP/OP AGG \$ INCLUDED
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED	RETENTION \$				EACH OCCURRENCE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLR C46780206 (AOS)	01/01/2012	01/01/2013	AGGREGATE \$
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N	WLR C4678019A (CA and MA)	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER \$
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SCF C46780218 (WI)	01/01/2012	01/01/2013	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Contract with the State of New Hampshire DOT - Toll Collection System - Contract # 2012-050.

The State of New Hampshire is an Additional Insured under the above General and Auto Liability with respect to liability arising from negligent acts or omissions of Xerox State and Local Solutions, LLC.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
Attn: David J. Brillhart - Assistant Commissioner
PO Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Lauren Giagrande

Lauren Giagrande

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2012

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT
NAME:
PHONE
FAX
E-MAIL
ADDRESS:

INSURED
Xerox Business Services, LLC. dba
Affiliated Computer Services
2828 N. Haskell Ave.
Dallas TX 75204 USA

INSURER(S) AFFORDING COVERAGE

INSURER A:	NAIC #
Chartis Specialty Insurance Company	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570045978215

REVISION NUMBER:

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

Limits shown are as requested

INSR LTA	TYPE OF INSURANCE	ADDL RTR	SUBR TYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED
	CLAIMS-MADE <input type="checkbox"/> OCCUR						PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV BLANKY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						W/O STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYER
A	E&O-Prof/Liab/Prf			018785324 SIR applies per policy ter	05/26/2011	05/26/2012	E.L. DISEASE-POLICY LIMIT
				as & conditions			Aggregate \$1,000,000

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

RE: Xerox State & Local Solutions, Inc. Contract with the State of New Hampshire DOT, Toll Collection System, Contract No. 2012-060.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Transportation
Attn: David J. Brillhart
Assistant Commissio
PO Box 483
Concord NH 03302-0483 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Holder Identifier:

Certificate No.: 570045978215



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #48
date 6-7-17



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
May 24, 2017

REQUESTED ACTION

Authorize the Department of Transportation to exercise contract renewal options with Conduent State and Local Solutions, Inc. (Vendor #174856) of Germantown, MD, 20876 for the first of two 2 year contract extension for toll maintenance services for the Toll Collection System for the Bureau of Turnpikes within the Division of Operations, in an amount not to exceed \$3,700,254.00 beginning on July 1, 2017 through June 30, 2019. This contract amendment increases the original contract from \$14,785,605 to \$18,485,859. The original contract was approved by Governor and Council on May 23, 2012, Item #104. 100% Turnpike Funds.

Funds to Support this request are anticipated to be available in the following accounts in State FY 2018 and State FY 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
04-096-096-961017-7050	\$2,176,254.00	\$1,524,000.00
Toll System Maintenance Expenses		
024-500225 Contract Repairs Equipment		

EXPLANATION

On May 23, 2012, Governor and Council approved the original contract with Conduent for the installation and maintenance for the toll collection system for the Bureau of Turnpikes to be effective for a 5-year period through June 30, 2017. The contract also included provisions for two 2-year optional maintenance periods through June 30, 2021.

The above referenced contract involves engaging Conduent under a 2-year contract extension to perform the maintenance services for the TCS for the Bureau of Turnpikes. This request specifically addresses the procurement of the TCS system and the related maintenance services under a Request for Proposals (RFP 2012-060).

This request is for a two-year continuation of Conduent's maintenance contract for the toll collection system covering FY 2018 and FY 2019. This request is for the first of two 2-year extensions that were included in the original contract.

The funding of the TCS maintenance portion of the contract will cover the following:

- Conduent maintenance staff labor costs
- New and replacement toll system parts & installation
- Software enhancements and upgrades
- Damage to equipment

The previous monthly maintenance fee was \$89,145 with the additional maintenance scope and the COLA increase the monthly maintenance fee is \$115,000. The revised monthly maintenance fee has been calculated using the original base in-lane maintenance fee, removing the number of lanes to be maintained from the original contract due to Open Road Tolling or reversible lanes and the removal of the Bedford Road (Exit 12) Plaza and including the additional cost of maintenance items that were not included in the original contract price listed below:

- Quarterly audit support – Support DOT with the quarterly audit by providing video and transaction information. Quarterly audits allow Turnpikes to monitor the system performance.
- Subpoena for video – Turnpikes receives subpoenas for video and Conduent is required to pull and supply the video to Turnpikes.
- Increased maintenance for Digital Video Auditing System (DVAS). DVAS was an option in the contract which includes lane and one booth camera. The maintenance for this system was not included in the original contract. DVAS allows for the audit of the staff and the lane system.
- Support for administration computers and printers at the Toll Plazas. This support allows for tolls staff to receive a quick response with computer issues.
- Mark IV RF Module Power checks. These checks ensure the system is working and assist with system maintenance.

Additional maintenance cost also includes \$60,000 (FY2018) and \$60,000 (FY 2019) for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements of damage items from motor vehicle accidents, unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$45,000 per event). Also included in the contract amendment are the following required software and equipment updates:

- DVAS Server Upgrade Cost for testing, implementation and equipment \$249,949. The current DVAS server is reaching end of life and will need to be replaced in fiscal year 2019.
- Installation of DVAS at Hooksett Ramp, Merrimack Industrial (Exit 10) and Exit 11 Cost for programing changes, testing, implementation and equipment \$338,025. These plazas were not included in the installation of DVAS. DVAS allows for the audit of the staff and the lane system.

- Installation of a rear booth camera Cost for programing changes, testing, implementation and equipment \$76,280. Currently there is only one booth camera at the front of the toll booth. Installing a rear booth camera allows for the monitoring of all cash handling within the toll booth. This will assist in preventing theft.

The contract has been approved by the Attorney General as to form and execution. Funding for 2018 and 2019 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

cc: J. Corcoran, R. Dupuis

Attachments



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

Denis Goulet
Commissioner

May 24, 2017

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

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Conduent State and Local Solutions, Inc. (Vendor #174856), as described below and referenced as DoIT No. 2012-060A.

The requested action authorizes Conduent State and Local Solutions, Inc. to continue to provide support and maintenance for the Bureau of Turnpikes Toll Collection System (TCS). The TCS system will support revenue collection and violation enforcement and will interface with the current customer service and violation processing center. Maintenance includes all preventative, predictive, and corrective maintenance required to support the enhanced TCS system.

The amount of the amended contract is \$3,700,254.00, increasing the original contract price from \$14,785,605.00 to \$18,485,859.00. It shall become effective upon Governor and Executive Council approval through June 30, 2019.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2012-060A

cc: Gail Hambleton, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Toll Collection System Request for Proposal, on May 23, 2012, (herein after referred to as the "Agreement"), Conduent State and Local Solutions, Inc. (VC# 174856) (hereinafter referred to as "Vendor" or "Conduent") agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department" or "NHDOT") acting for the benefit of the Agency, agrees to manage the maintenance services for the Toll Collection System.

WHEREAS, pursuant to Provision 17 of the Form P-37 to the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this First Amendment;

WHEREAS, Conduent and the Department have agreed to amend the Agreement in certain respects:

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

1. General Provisions of the Agreement (Form P-37) are hereby amended as follows:

- a. Contract Amendment for a two (2) year extension for State Fiscal Years: 2018 and 2019 for maintenance service for the Toll Collection System extension.
- b. On Form P-37, amend Section 1.3 of the General Provision of the Agreement by deleting the current Contract Name of Xerox State and Local Solutions Inc. and adding an updated contractor name of Conduent State and Local Solutions Inc.
- c. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2017 and adding a new completion date of June 30, 2019.
- d. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$14,785,605 and adding a new price limitation of \$18,485,859.
- e. On Form P-37, amend Section 1.9 of the General Provisions of the Agreement by deleting the current name of David J. Brillhart, P.E. Assistant Commissioner and adding a new name of Victoria F. Sheehan, Commissioner.

2. Section 2.2 Non-Exclusive Not to Exceed Contract, third paragraph shall be replaced as follows:

Notwithstanding any other provisions of the Contract to the contrary, in no event shall total payments under the Contract exceed \$18,485,859.



STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 1

3. Under Section 3.0 Contract Management, 3.2.5 Conduent's Project Manager shall be amended as follows:

Robert Williams
Project Manager
375 McCarter Highway
Newark NJ 07114
Tel: (973-518-4957)
Email: Robert.Williams6@conduent.com.

4. Under Section 3.0 Contract Management, 3.3.3.1 Conduent's Key Project Staff shall be amended as follows:

Key Member(s)	Title
Tom Dorazio	Project Principle
Robert Williams	Project Manager
Matt Melchior	Assistant Project Manager
Angie Hall	Quality Assurance Manager
John Deppen	Technical Software Manager
Sean Waters	Maintenance Manager

5. Under Section 3.0 Contract Management, 3.5 State Project Manager shall be amended as follows:

Renee Dupuis
Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Road
Hooksett NH 03106
Tel: (603) 485-3806
Fax: (603) 485-2107
Cell: (603) 848-7481
Email: Renee.Dupuis@dot.nh.gov

6. Under Section 16 Dispute Resolution, Disputed Resolution Responsibility and Schedule Table of the Agreement shall be replaced as follows:

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Robert Williams Project Manager	Renee Dupuis Project Manager	5 Business Days
First	Tom Dorazio Senior Vice President	John Corcoran Turnpikes Administrator	10 Business Days

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 1

Second	Don Hubicki General Manager	Victoria F. Sheehan Commissioner	15 Business Days
--------	--------------------------------	-------------------------------------	------------------

7. Exhibit A Contract Deliverables of the Agreement is hereby amended as follows:

- Under Section 2 Key Deliverables, Milestones, and Activities Schedule, replace the Implementation Schedule - Activities / Deliverables / Milestones Table as follows:

Maintenance Schedule			
	In-Lane Maintenance by Lane	Annual Support	7/1/2017- 6/30/18
	In-Lane Maintenance by Lane	Annual Support	7/1/2018- 6/30/19

8. Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as follows:

- Under Section 1 Deliverable Payment Schedule, Section 1.1 Non-Exclusive Not to Exceed replace the paragraph as follows:

This is a Non-Exclusive Not to Exceed (NTE) Contract totaling \$18,485,859 for the period between the Effective Date through June 30, 2019. Conduent shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Conduent to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

- Under Section 1 Deliverable Payment Schedule, 1.1 Non-Exclusive Not to Exceed, replace all the Tables as follows:

Table 1: Tolling Maintenance				
Fiscal Year 2018				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
1	In-Lane Maintenance Host Hardware and System Maintenance	July 1, 2017 - June 30, 2018	\$121,000	\$1,452,000
2	Maintenance Contingency	July 1, 2017 - June 30, 2018	\$5,000	\$60,000
3	DVAS Server Upgrade	July 1, 2017 - June 30, 2018		\$249,949
4	Install DVAS Three (3) Locations	July 1, 2017 - June 30, 2018		\$338,025
5	Install 2 nd Booth Camera	July 1, 2017 - June 30, 2018		76,280.00
FY 18 Estimate Total				\$2,176,254

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System -- Project #14808
CONTRACT AMENDMENT 1

Fiscal Year 2019				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
3	In-Lane Maintenance Host Hardware and System Maintenance	July 1, 2018 - June 30, 2019	\$122,000	\$1,464,000
4	Maintenance Contingency	July 1, 2018 - June 30, 2019	\$5,000	\$60,000
FY 19 Estimate Total				\$1,524,000
Maintenance Total				\$3,700,254

Table 2 - Amendment (1) Conduent Rates Pricing Worksheet (Hourly Rates)		
Project/Personnel	Inclusive Date(s): FY 2018 Forward	Rate/Hour, (Not to Exceed)
Project Principal	7/1/2017 to 6/30/2019	\$0.00*
Project Manager	7/1/2017 to 6/30/2019	\$0.00*
Database Analyst	7/1/2017 to 6/30/2019	\$155.54*
Senior Programmer Analyst- On shore	7/1/2017 to 6/30/2019	\$185.12*
Senior Programmer Analyst- Off shore	7/1/2017 to 6/30/2019	\$71.30*
Database Administrator	7/1/2017 to 6/30/2019	\$178.74*
Hardware Engineer	7/1/2017 to 6/30/2019	\$142.22*
Licensed Electrician	7/1/2017 to 6/30/2019	\$169.22*
Installation Technician	7/1/2017 to 6/30/2019	\$125.94*
Maintenance Manager	7/1/2017 to 6/30/2019	\$108.42*
Maintenance Technician	7/1/2017 to 6/30/2019	\$59.71*
*Labor Rates for optional years 6 through 9 will be based on Cost of Living Adjustments (COLA). **Any travel for out of scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel the Contractor shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursements must be supported by appropriate records and receipts.		

3. Under Section 2 Total Contract Price, first paragraph shall be replaced as follows:

Notwithstanding any other provisions of the Contract to the contrary, and notwithstanding unexpected circumstance, in no event shall the total of all payments made by the State exceed \$18,485,859 ("Total Contract Price"). The payment by the State to the total Contract price shall be only, and the complete reimbursement to Conduent for all fees and expenses, of whatever nature, incurred by Conduent in the performance hereof.

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 1

4. Under Section 3 Invoicing, third paragraph shall be replaced as follows:

Invoices shall be sent to:
Renee Dupuis
Bureau of Turnpikes
36 Hackett Hill Road
Hooksett NH 03106

5. Under Section 4 Payment Address, shall be replaced as follows:

All payments shall be sent to the following address:
Conduent State and Local Solutions Inc.
P.O. Box 201322
Dallas, Texas 75320-1322

9. Part 3 – Consolidated Exhibits, 2) Conduent Team, Conduent Project Team table shall be amended as follows:

Conduent Project Team			
Team Member	Project Position	Phone	Email
Robert Williams	Project Principal	(973) 518-4957	Robert.Williams6@conduent.com
Robert Williams	Project Manager	(973) 518-4957	Robert.Williams6@conduent.com
Angie Hall	Quality Assurance Manager	(816) 682-5754	Angie.Hall@conduent.com
Matthew Melchior	Assistant Project Manager	(301) 820-4380	Matthew.Melchior@conduent.com
Francis Farrell	Manager of Maintenance	(603) 715-0399	Francis.Farrell@conduent.com
Sean Waters	Maintenance Manager	(603) 715-4256	Sean.Waters@conduent.com
John Deppen	Software Manager	(301) 820-4375	John.Deppen@conduent.com

10. Part 3 – Consolidated Exhibits, 2) B. State Roles and Responsibilities table shall be amended as follows:

State's Project Team			
Team Member	Project Position	Phone	Email
John Corcoran	Turnpike Administrator	(603) 485-3806 (w) (603) 545-4531(c)	John.Corcoran@dot.nh.gov
Renee Dupuis	Project Manager	(603) 485-3806 (w) (603) 848-7481 (c)	Renee.Dupuis@dot.nh.gov
Laura Marriott	Assistant Project Manager	(603) 485-3806 (w) (603) 419-0734 (c)	Laura.Marriott@dot.nh.gov
Charles Burns	DoIT Liaison	(603) 485-3806 (w) (603) 419-0201 (c)	Charles.Burns@dot.nh.gov

STATE OF NEW HAMPSHIRE
 Department of Transportation
 Bureau of Turnpikes
 RFP 2012-060
 Toll Collection System – Project #14808
CONTRACT AMENDMENT 1

11. Contract # 14808 – Toll Collection System Contract Amendment Descriptions:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #14808	Original Contract	July 1, 2012 through June 30, 2017	\$14,785,605
Contract # 14808 Amendment # 1	Amendment 01	July 1, 2017 through June 30, 2019	\$3,700,254
CONTRACT TOTAL			\$18,485,859

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 1

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

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


Mark Camelli, VP & Chief Technology Officer
Conduent State and Local Solutions, Inc.

Date: 5/8/17

Corporate Signature Notarized:

STATE OF Maryland COUNTY OF Frederick


On this the 8th day of May, 2017, before me,
the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the
_____, of _____, a corporation,
and that she/he, as such _____ being authorized to do so, executed
the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by her/himself as _____.

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


Notary Public/Justice of the Peace

My Commission Expires: 2/8/20

Christine Ann Iorio
Notary Public
Frederick County
Maryland
My Commission Expires February 8, 2020


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

Date: 5/24/17


Approval by Attorney General's Office

Date: 5/25/17


DEPUTY SECRETARY OF STATE

Date: JUN 07 2017

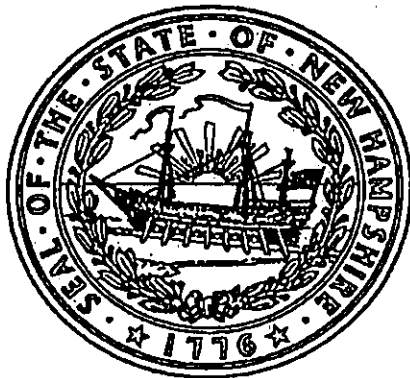
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 152777



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/06/2017

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

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

PRODUCER Aon Risk Services Northeast, Inc. Stanford CT Office 1600 Summer Street Stanford CT 06907-4907 USA	CONTACT NAME: PHONE: (866) 283-7122 FAX: (800) 363-0105 (A/C. No. Ext.) (A/C. No.) E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Conduent Incorporated and its subsidiaries 233 Mount Airy Road, Suite 100 Basking Ridge NJ 07920 USA	

COVERAGES **CERTIFICATE NUMBER: 570066391149** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

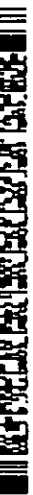
INSR LTR	TYPE OF INSURANCE	ADDR RSD	CURR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR DECL AGGREGATE LIMIT ANY/CO PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			046891677 SIR applies per policy terms & conditions	01/01/2017	01/01/2018	per claim/ Agg \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Conduent State & Local Solutions, Inc. contract with the State of New Hampshire DOT, Toll Collection System, Contract No. 2012-060.

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Attn: David J. Brillhart Assistant Commissioner PO Box 483 Concord NH 03302-0483 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
--	--

Holder Identifier: 2017

Certificate No: 570066391149





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/08/2017

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

PRODUCER
Aon Risk Services Northeast, Inc.
Stamford CT Office
1600 Summer Street
Stamford CT 06907-4907 USA

CONTACT NAME:
PHONE (A/C. No. Ext.) (866) 283-7122 **FAX** (A/C. No.) (800) 363-0105
E-MAIL ADDRESS:
PRODUCER
CUSTOMER ID #: 570000070064

INSURED
Conduent Incorporated
and its subsidiaries
233 Mount Airy Road, Suite 100
Basking Ridge NJ 07920 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570066391211**REVISION NUMBER:**

LOCATION OF PREMISES DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance with respect to loss of damage to owned and /or rented equipment or tools.

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> X	PROPERTY	PPR016552900	01/01/2017	01/01/2018	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		<input type="checkbox"/> BASIC				<input checked="" type="checkbox"/> BUSINESS INCOME	Included
		<input type="checkbox"/> BROAD				<input checked="" type="checkbox"/> EXTRA EXPENSE	\$1,000,000
		<input type="checkbox"/> SPECIAL				RENTAL VALUE	
		<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	
		<input type="checkbox"/> WIND				BLANKET PERS PROP	
		<input type="checkbox"/> FLOOD				<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$5,000,000
	<input checked="" type="checkbox"/> X	ALL RISK-Subject to Exclusions					
		<input type="checkbox"/> BKJ B&PP Ded					
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		<input type="checkbox"/> NAMED PERILS					
	<input type="checkbox"/>	CRIME					
		TYPE OF POLICY					
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Conduent State & Local Solutions, Inc. contract with the State of New Hampshire DOT, Toll Collection System, Contract No. 2012-060.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
Attn: David J. Brillhart
Assistant Commissioner
PO Box 483
Concord NH 03302-0483 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : 2017

CERTIFICATE NUMBER: 570066391211



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2017

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

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

PRODUCER MARSH USA, INC. 1155 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: ACE American Insurance Company</td><td>NAIC #</td></tr><tr><td>INSURER B: N/A</td><td>N/A</td></tr><tr><td>INSURER C: Indemnity Ins Co Of North America</td><td>43576</td></tr><tr><td>INSURER D: ACE Fire Underwriters Ins. Co.</td><td>20702</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: ACE American Insurance Company	NAIC #	INSURER B: N/A	N/A	INSURER C: Indemnity Ins Co Of North America	43576	INSURER D: ACE Fire Underwriters Ins. Co.	20702	INSURER E:		INSURER F:	
INSURER A: ACE American Insurance Company	NAIC #												
INSURER B: N/A	N/A												
INSURER C: Indemnity Ins Co Of North America	43576												
INSURER D: ACE Fire Underwriters Ins. Co.	20702												
INSURER E:													
INSURER F:													
INSURED Conduent State & Local Solutions, Inc 2828 N Haskell Ave Dallas, TX 75204													

COVERAGES CERTIFICATE NUMBER: NYC-007892625-16 REVISION NUMBER: 25

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

INSURANCE TYPE	TYPE OF INSURANCE	ADDENDUM (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		HDO G27860667	01/01/2017	01/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>N/A</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>10,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$</td><td>INCLUDED</td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000	MED EXP (Any one person)	\$	N/A	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	10,000,000	PRODUCTS - COMPROP AGG	\$	INCLUDED
EACH OCCURRENCE	\$	2,000,000																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000																						
MED EXP (Any one person)	\$	N/A																						
PERSONAL & ADV INJURY	\$	2,000,000																						
GENERAL AGGREGATE	\$	10,000,000																						
PRODUCTS - COMPROP AGG	\$	INCLUDED																						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ISA H09052766	01/01/2017	01/01/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000																						
BODILY INJURY (Per person)	\$																							
BODILY INJURY (Per accident)	\$																							
PROPERTY DAMAGE (Per accident)	\$																							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C49108813 (AOS) WLR C49108771 (AZ, CA and MA) SCF C49108850 (WI)	01/01/2017 01/01/2017 01/01/2017	01/01/2018 01/01/2018 01/01/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000						
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																							
E.L. EACH ACCIDENT	\$	1,000,000																						
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																						
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																						

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

Re: Contract with the State of New Hampshire DOT - Toll Collection System - Contract # 2012-060.

The State of New Hampshire is an Additional Insured (except workers compensation) where required by written contract.

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Attn: David J. Brithart - Assistant Commissioner PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Daniel Rivers
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2017

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
303099-ACS-pollu-11-20	INSURER(S) AFFORDING COVERAGE INSURER A: Whole Union Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Conduent State & Local Solutions, Inc 2828 N Haskell Ave Dallas, TX 75204	NAIC # 27960

COVERAGES CERTIFICATE NUMBER: MYC-006773210-01 REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR (IND, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liability		WCP G24552822 001 ON OCCURRENCE BASIS	12/01/2011	12/01/2020	OCC 2,000,000 SIR 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract with the State of New Hampshire DOT - Toll Collection System - Contract # 2012-060.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
Attn: David J. Brilhart - Assistant Commissioner
PO Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Daniel Rivers

Daniel P. Rivers

CERTIFICATE OF ASSISTANT SECRETARY

I, James N. Haddow, Jr., in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation ("Corporation"), am delivering this Certificate of Assistant Secretary to the New Hampshire Department of Transportation, Bureau of Turnpikes ("Department") in connection with that certain Amendment No. 1 to the Contract between the Department and the Corporation for a Toll Collection System (RFP 2012-060) ("Amendment").

I do hereby certify that Mark Cantelli has a valid and current Power of Attorney from the Corporation dated March 27, 2017, pursuant to which he is authorized to sign the Amendment, and all documents associated therewith, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand to this Certificate of Assistant Secretary as of this 8th day of May 2017.

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

SEAL: _____

By: _____

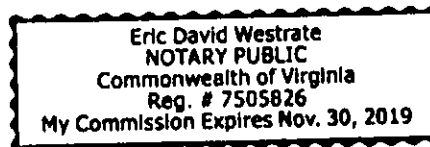
James N. Haddow, Jr.,
Assistant Secretary

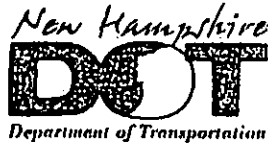
Commonwealth of Virginia)

County of Fairfax)

This instrument was acknowledged before me on this 8th day of May 2017 by James N. Haddow, Jr., Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation, on behalf of said Corporation.

Eric David Westrate
Notary Public, Commonwealth of Virginia





Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #106
Date 6-19-19



William Cass, P.E.
Assistant Commissioner

Bureau of Turnpikes
May 24, 2019

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

REQUESTED ACTION

Authorize the Department of Transportation to exercise a contract renewal option with Conduent State and Local Solutions, Inc. (Vendor #174856) of Germantown, MD; 20876 for the second of two-2 year contract extensions for toll maintenance services for the Toll Collection System (TCS) for the Bureau of Turnpikes within the Division of Operations, in an amount not to exceed \$3,048,000.00 beginning on July 1, 2019 through June 30, 2021. This contract amendment increases the original contract from \$18,485,859.00 to \$21,533,859.00. The original contract was approved by Governor and Council on May 23, 2012, Item #104 and amended on June 7, 2017, item #48. 100% Turnpike Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2020 and FY 2021, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>
04-096-096-961017-7050		
Toll System Maintenance Expenses		
024-500225 Contract Repairs Equipment	\$1,524,000.00	\$1,524,000.00

EXPLANATION

On May 23, 2012, Governor and Council approved the original contract with Conduent for the installation and maintenance for the toll collection system for the Bureau of Turnpikes to be effective for a 5-year period through June 30, 2017. The contract also included provisions for two 2-year optional maintenance periods through June 30, 2021.

On June 7, 2017, Governor and Council approved contract amendment 1 with Conduent for the maintenance of for the toll collection system to be effective for a 2-year period through June 30, 2019.

This request is for a two-year continuation of Conduent's maintenance contract covering FY 2020 and FY 2021. This is the last of two 2-year extensions that were included in the original contract. Following this contract extension, the Department will be issuing a Request for Proposal for future toll system maintenance efforts.

The above referenced contract involves engaging Conduent under a 2-year contract extension to perform the maintenance services for the TCS for the Bureau of Turnpikes. This request specifically addresses the procurement of the TCS system and the related maintenance services under a Request for Proposals (RFP 2012-060).

This request is for a two-year continuation of Conduent's maintenance contract for the toll collection system covering FY 2020 and FY 2021. This is the last of two 2-year extensions that were included in the original contract.

The funding of the TCS maintenance portion of the contract will cover the following:

- Conduent maintenance staff labor costs
- Damage to equipment

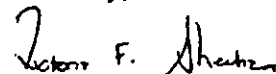
The previous monthly maintenance fee was \$121,000.00 with the additional maintenance scope and with the COLA increase the monthly maintenance fee is \$122,000.00.

Additional maintenance cost also includes \$60,000 (FY2020) and \$60,000 (FY 2021) for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements of damaged items from motor vehicle accidents, unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$25,000 per event).

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

cc: J. Corcoran, R. Dupuis

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 20, 2019

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

Dear Commissioner Sheehan:

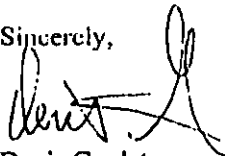
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Conduent State and Local Solutions, Inc. (Vendor #174856), as described below and referenced as DoIT No. 2012-060B.

The requested action authorizes Conduent State and Local Solutions, Inc. to continue to provide support and maintenance for the Bureau of Turnpikes Toll Collection System (TCS) for an additional two years. The TCS system supports revenue collection and violation enforcement. Maintenance costs also include damage to equipment, unforeseen maintenance repairs and major weather events.

This contract amendment increases the original contract price by \$3,048,000 from \$18,485,859 to \$21,533,859 and extends the contract end date from June 30, 2019 to June 30, 2021.

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

Sincerely,


Denis Goulet

DG/ik
DoIT #2012-060B

cc: Charles Burns, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System – Project #14808
CONTRACT AMENDMENT 2

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Toll Collection System Request for Proposal, on May 23, 2012, (herein after referred to as the "Agreement"), Xerox State & Local Solutions, Inc. (VC# 174856) (presently known as Conduent State & Local Solutions, Inc., hereinafter referred to as "Vendor" or "Conduent") agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department" or "NHDOT") acting for the benefit of the Agency, agrees to manage the maintenance services for the Toll Collection System.

WHEREAS, pursuant to Provision 18 of the Form P-37 to the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Governor and Council approved an amendment to the Agreement (Contract #2012-060, State Contract #5000283) between the State of New Hampshire Department of Transportation and Conduent State and Local Solutions, Inc. (VC# 174856) of Germantown, Maryland on June 7, 2017 Item # 48, to be effective through June 30, 2019;

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this Second Amendment;

WHEREAS, Conduent and the Department have agreed to amend the Agreement in certain respects:

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

1. General Provisions of the Agreement (Form P-37) are hereby amended as follows:

- a. Contract Amendment for a two (2) year extension for State Fiscal Years: 2020 and 2021 for maintenance service for the Toll Collection System extension.
- b. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2019 and adding a new completion date of June 30, 2021.
- c. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$18,485,859 and adding a new price limitation of \$21,533,859.

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
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Toll Collection System – Project #14808
CONTRACT AMENDMENT 2

2. Section 2.2 Non-Exclusive Not to Exceed Contract, third paragraph shall be replaced as follows:

Notwithstanding any other provisions of the Contract to the contrary, in no event shall total payments under the Contract exceed \$21,533,859.

3. Under Section 3.0 Contract Management, 3.3.3.1 Conduent's Key Project Staff shall be amended as follows:

Key Member(s)	Title
Scott Doering	Project Principle
Robert Williams	Project Manager
Matt Melchior	Assistant Project Manager
Thomas Wright	Quality Assurance Manager
Babu Rengarajan	Technical Software Manager
Sean Waters	Maintenance Manager

4. Exhibit A - Contract Deliverables of the Agreement is hereby amended as follows:

- Under Section 2 - Deliverables, Milestones, and Activities Schedule, replace the Implementation Schedule - Activities / Deliverables / Milestones Table, Subsection 2.3, as follows:

Maintenance Schedule			
	In-Lane Maintenance by Lane	Annual Support	7/1/2019-6/30/20
	In-Lane Maintenance by Lane	Annual Support	7/1/2020-6/30/21

5. Exhibit B - Price and Payment Schedule of the Agreement is hereby amended as follows:

- Under Section 1 Deliverable Payment Schedule, Section 1.1 Non-Exclusive Not to Exceed, replace the paragraph as follows:

This is a Non-Exclusive Not to Exceed (NTE) Contract totaling \$21,533,859 for the period between the Effective Date through June 30, 2021. Conduent shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Conduent to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

- Under Section 1 Deliverable Payment Schedule, 1.1 Non-Exclusive Not to Exceed, replace all the Tables as follows:

STATE OF NEW HAMPSHIRE
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CONTRACT AMENDMENT 2

Table 1: Tolling Maintenance				
Fiscal Year 2020				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
1	In-Lane Maintenance Host Hardware and System Maintenance	July 1, 2019 - June 30, 2020	\$122,000	\$1,464,000
2	Maintenance Contingency	July 1, 2019 - June 30, 2020	\$5,000	\$60,000
		FY 20 Estimate Total		\$1,524,000
Fiscal Year 2021				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
1	In-Lane Maintenance Host Hardware and System Maintenance	July 1, 2020 - June 30, 2021	\$122,000	\$1,464,000
2	Maintenance Contingency	July 1, 2020 - June 30, 2021	\$5,000	\$60,000
		FY 21 Estimate Total		\$1,524,000
			Maintenance Total	\$3,048,000

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CONTRACT AMENDMENT 2

Table 2 – Amendment 2 (Conduent) Rates Pricing Worksheet (Hourly Rates)		
Project Personnel	Inclusive Date(s) FY 2020 Forward	Rate/Hour (Not to Exceed)
Project Principal	7/1/2019-6/30/2020	\$0.00*
Project Manager	7/1/2019-6/30/2020	\$0.00*
Database Analyst	7/1/2019-6/30/2020	\$160.20*
Senior Programmer Analyst- On shore	7/1/2019-6/30/2020	\$190.67*
Senior Programmer Analyst- Off shore	7/1/2019-6/30/2020	\$73.43*
Database Administrator	7/1/2019-6/30/2020	\$184.10*
Hardware Engineer	7/1/2019-6/30/2020	\$146.42*
Licensed Electrician	7/1/2019-6/30/2020	\$174.29*
Installation Technician	7/1/2019-6/30/2020	\$129.71*
Maintenance Manager	7/1/2019-6/30/2020	\$111.67*
Maintenance Technician	7/1/2019-6/30/2020	\$61.50*
*Labor Rates for optional years 6 through 9 will be based on Cost of Living Adjustments (COLA). **Any travel for out of scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel the Contractor shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursements must be supported by appropriate records and receipts.		

3. Under Section 2 Total Contract Price, first paragraph shall be replaced as follows:

Notwithstanding any other provisions of the Contract to the contrary, and notwithstanding unexpected circumstance, in no event shall the total of all payments made by the State exceed \$21,533,859 ("Total Contract Price"). The payment by the State to the total Contract price shall be only, and the complete reimbursement to Conduent for all fees and expenses, of whatever nature, incurred by Conduent in the performance hereof.

6. Exhibit I – Work Plan, Subsection 2(A)(2), Conduent Team, Conduent Project Team table shall be amended as follows:

Conduent Project Team			
Team Member	Project Position	Phone	Email
Robert Williams	Project Principal	(973) 518-4957	Robert.Williams6@conduent.com.
Robert Williams	Project Manager	(973) 518-4957	Robert.Williams6@conduent.com
Thomas Wright	Quality Assurance Manager	(816) 682-5754	Thomas.Wright1@conduent.com
Matthew Melchior	Assistant Project Manager	(301) 820-4380	Matthew.Melchior@conduent.com
Francis Farrell	Manager of Maintenance	(603) 715-0399	Francis.Farrell@conduent.com
Sean Waters	Maintenance Manager	(603) 715-4256	Sean.Waters@conduent.com

STATE OF NEW HAMPSHIRE
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Toll Collection System – Project #14808
CONTRACT AMENDMENT 2

Babu Rengarajan	Software Manager	(301) 820-4375	Babu.Rengarajan@conduent.com
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7. Exhibit I – Work Plan, Subsection 2(B), State Roles and Responsibilities, State's Project Team table shall be amended as follows:

State's Project Team			
Team Member	Project Position	Phone	Email
John Corcoran	Turnpike Administrator	(603) 485-3806 (w) (603) 545-4531 (c)	John.Corcoran@dot.nh.gov
Renee Dupuis	Project Manager	(603) 485-3806 (w) (603) 848-7481 (c)	Renee.Dupuis@dot.nh.gov
Matthew Blixt	Assistant Project Manager	(603) 485-3806 (w) (603) 419-0935 (c)	Matthew.Blixt@dot.nh.gov
Charles Burns	DoIT Liaison	(603) 485-3806 (w) (603) 419-0201 (c)	Charles.Burns@doit.nh.gov

8. Add the following table as follows:

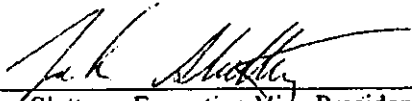
Contract # 14808 – Toll Collection System Contract Amendment Descriptions:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #14808	Original Contract	July 1, 2012 through June 30, 2017	\$14,785,605
Contract # 14808 Amendment # 1	Amendment 01	July 1, 2017 through June 30, 2019	\$3,700,254
Contract # 14808 Amendment # 2	Amendment 02	July 1, 2019 through June 30, 2021	\$3,048,000
CONTRACT TOTAL			\$21,533,859

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Department of Transportation
Bureau of Turnpikes
RFP 2012-060
Toll Collection System - Project #14808
CONTRACT AMENDMENT 2

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

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


John Slattery, Executive Vice President
Conduent State and Local Solutions, Inc.

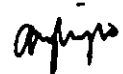
Date: 14-May-2019

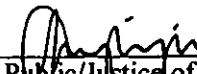
Corporate Signature Notarized:

STATE OF New Jersey COUNTY OF Morris County

On this the 14th day of May, 2019, before me,
Mary Principio, the undersigned Officer John Slattery,
personally appeared and acknowledged her/himself to be the
Executive Vice President of Conduent State and Local Solutions Inc. a corporation,
and that she/he, as such Executive Vice President being authorized to do so, executed
the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by her/himself as Executive Vice President.

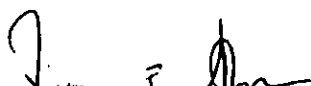
IN WITNESS WHEREOF I hereunto set my hand and official seal.

 5/14/19


Notary Public/Justice of the Peace

My Commission Expires: May 29, 2020


(SEAL)


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

Date: 6/5/19

Emily C. Marry
Approval by Attorney General's Office

Date: 6/7/19


DEPUTY SECRETARY OF STATE

Date: JUN 19 2019

CERTIFICATE OF ASSISTANT SECRETARY

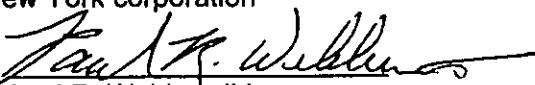
I, Paul R. Webber, IV, Jr., in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation ("Corporation"), am delivering this Certificate of Assistant Secretary to the New Hampshire Department of Transportation, Bureau of Turnpikes ("Department") in connection with that certain Amendment No. 2 to the Contract between the Department and the Corporation for a Toll Collection System (RFP 2012-060) ("Amendment").

I do hereby certify that John Slattery is a duly appointed, qualified, and acting officer the Corporation, and in that capacity is authorized to sign the Amendment, and any documents associated therewith, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand to this Certificate of Assistant Secretary as of this 14th day of May 2019.

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

SEAL: _____

By: 
Paul R. Webber, IV,
Assistant Secretary

State of New Hampshire

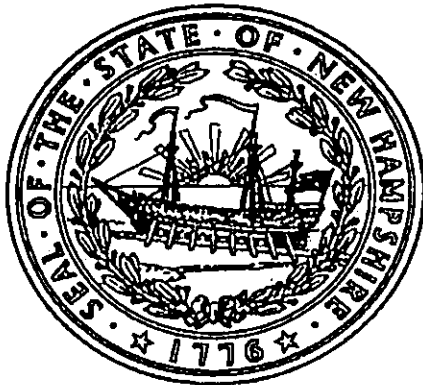
Department of State

CERTIFICATE

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

Business ID: 152777

Certificate Number: 0004512155



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2019

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

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

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com	CONTACT NAME: Lauren Giangrande, Senior Vice President PHONE (A/C, No, Ext): 212 345 8869 FAX (A/C, No): E-MAIL ADDRESS: Lauren.Giangrande@marsh.com																					
INSURED Conduent State & Local Solutions, Inc 2828 N Haskell Ave Dallas, TX 75204	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : ACE American Insurance Company</td><td></td><td>22667</td></tr><tr><td>INSURER B : N/A</td><td></td><td>N/A</td></tr><tr><td>INSURER C : Indemnity Ins Co Of North America</td><td></td><td>43575</td></tr><tr><td>INSURER D : ACE Fire Underwriters Ins. Co.</td><td></td><td>20702</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : ACE American Insurance Company		22667	INSURER B : N/A		N/A	INSURER C : Indemnity Ins Co Of North America		43575	INSURER D : ACE Fire Underwriters Ins. Co.		20702	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** NYC-009975221-22 **REVISION NUMBER:** 38

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G7 1230727	01/01/2019	01/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>N/A</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000	MED EXP (Any one person)	\$	N/A	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	10,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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PRODUCTS - COMP/OP AGG	\$	2,000,000																									
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLR C65437880 (AOS) WLR C65437843 (AZ, CA, MA) SCF C65437922 (WI)	01/01/2019 01/01/2019 01/01/2019	01/01/2020 01/01/2020 01/01/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																									
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																									

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

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Attn: David J. Brillhart - Assistant Commissioner PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Lauren Giangrande <i>Lauren Giangrande</i>
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