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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
 Commissioner

William Cass, P.E.
 Assistant Commissioner

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

Bureau of Rail & Transit
 June 5, 2018

REQUESTED ACTION

Authorize the Department of Transportation to amend the Department's **Sole Source** agreement (Contract #2009-076 approved by Governor and Council on November 17, 2010, Item 216 and amended on September 18, 2013, Item 79 and August 5, 2015, Item 40) with Trapeze Software Group, Inc., Scottsdale, Arizona (Vendor # 210634). This amendment will increase the total contract amount by \$48,047.00 from \$309,898.00 to \$357,945.00 and extend the contract an additional two years for an amended completion date of September 30, 2020, effective upon Governor and Council approval. 80% Federal (CMAQ) Funds, 20% Turnpike Funds.

Funding is available as follows for FY 2019 and is contingent upon the available and continued appropriation of funds for FY 2020, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>
04-96-96-963515-3054 Consolidated Federal 038-500177 Software License/Maint. Mainframe/Network	\$18,750.00	\$19,687.00
04-96-96-961017-7022 Turnpike Administration – Support 038-500177 Software License/Maint. Mainframe/Network	\$4,688.00	\$4,922.00

EXPLANATION

The Department currently provides online, self-service ridematching software to commuters and the general public utilizing TripSpark software, formerly called Trapeze Ridepro, in order to help facilitate shared ride activities for individuals who travel within or between New Hampshire and its border states. This **sole source** amendment request provides an additional two years of funding for hosting and maintenance costs associated with TripSpark through September 30, 2020.

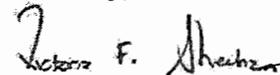
The Department originally entered into a contract with Trapeze Software Group, Inc. for all technical aspects and support of an automated rideshare software that provided maximum value to best serve the public throughout the region. At this time, amending the contract with Trapeze Software Group, Inc. to extend the contract for an additional two years is the best option to continue services related to the State's Rideshare program. Trapeze Software Group, Inc. is a proven software vendor that the State has had a long-term relationship with and it is currently being used to support several Transportation Management Associations (TMAs) that provide regional rideshare support. The Department requires an automated software solution to provide a regional perspective, provide the functionality needed by an ever-expanding rider population, and to minimize the amount of staff time devoted to manually assisting users. TripSpark software and hosting has been a dependable, secure, and cost-effective means by which both the State and NH Rideshare Program participants have greatly benefitted from. This software helps facilitate alternative transportation options and allows users to conveniently do so at their convenience. Additionally, this software benefits the NH Turnpike system in that it helps meet a mitigation requirement of the ongoing Newington-Dover construction project.

Trapeze Software Group Inc. will continue to furnish the required services, including two (2) years of maintenance and hosting services for a total amount not-to-exceed \$48,047.00. The annual hosting and maintenance fees are commensurate with the complexity and the scope of the professional services to be furnished.

The Agreement has been approved by the Attorney General as to form and execution, and the Department has verified that FY 2019 funds are available and will verify the necessary FY 2020 funds are available pending enactment of the Fiscal Year 2020 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

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

June 6, 2018

Victoria F. Sheehan, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract with Trapeze Software Group, Inc., of Scottsdale, AZ as described below and referenced as DoIT No. 2009-076C.

The purpose of this request is to enter into a sole source contract amendment with Trapeze Software Group, Inc. to extend the DOT Rideshare program software support and hosting services for two additional years.

The amount of the contract amendment is \$48,047 increasing the current contract from \$309,898 to \$357,945 and also extends the completion date from September 30, 2018 to September 30, 2020 effective upon Governor and Council approval.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/kaf
DoIT #2009-076C

cc: Gail Hambleton, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RIDESHARE CONTRACT
CONTRACT 2009-076
CONTRACT AMENDMENT 2009-076C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2009-076, on November 17, 2010, Item #216 (herein after referred to as the "Agreement") and amended on September 18, 2013, Item #79 and August 5, 2015, Item #40, Trapeze Software Group Inc., (hereinafter referred to as the "Vendor", "Trapeze") agreed to supply certain software services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation, (hereinafter referred to as the "Department") certain sums as specified therein;

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

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

WHEREAS, the Department wishes to change the amended completion date from September 30, 2018 to September 30, 2020;

WHEREAS, the Department wishes to increase the amended Contract price (\$309,898) by \$48,047 to bring the revised total contract price to \$357,945;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect a new Completion Date of September 30, 2020.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$48,047 from \$309,898 to 357,945.
3. The Agreement is further amended as described below:

Page 6: *Account Funding*, of the original contract agreement, is hereby amended to reflect the addition of funding for State Fiscal Year 2019 and 2020. Account Funding Amendment is detailed below:

Account Funding Amendment

State Fiscal Year	Account Funding Source	Amendment Amount
SFY 19	04-96-96-963515-3054-038-500177 04-96-96-961017-7022-038-500177	\$ 23,438
SFY 20	04-96-96-963515-3054-038-500177 04-96-96-961017-7022-038-500177	\$ 24,609
AMENDED CONTRACT TOTAL		\$ 48,047

Contract Amendment 2009-076C
Trapeze Software Group Inc.

Exhibit B: *Price and Payment Schedule*, of the original contract agreement, is hereby amended to reflect the amended contract total.

Exhibit B Section 1.1 Not-to-Exceed	<p>Delete:</p> <p>This is a not-to-exceed amended Contract totaling \$309,898 for the period between the Effective Date through the amended date September 30, 2018. Trapeze shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Trapeze to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rate appearing in the price and payment tables.</p> <p>Replace with:</p> <p>This is a not-to-exceed amended Contract totaling \$357,945 for the period between the Effective Date through the amended date September 30, 2020. Trapeze shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Trapeze to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rate appearing in the price and payment tables.</p>
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Amend Exhibit B, by adding Section 1.1: *Additional Activity, Deliverable, or Milestone Invoicing Amounts* by adding Table 2A Amendment B below:

This Contract amendment will allow Trapeze to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 2A (Amendment C)

CONTRACT #	DESCRIPTION/DELIVERABLE	AMENDMENT AMOUNT (NOT TO EXCEED)
2009-076C	Software Hosting and Software Maintenance	
	SFY 19 Software Hosting 9 th year hosting fee subsequent to end of 8 th year hosting	\$ 5,040
	SFY 19 Software Maintenance 9 th year maintenance fee subsequent to end of 8 th year maintenance	\$ 18,398
	SFY 20 Software Hosting 10 th year hosting fee subsequent to end of 9 th year hosting	\$ 5,291
	SFY 20 Software Maintenance 10 th year maintenance fee subsequent to end of 9 th year maintenance	\$ 19,318
	AMENDMENT TOTAL	\$ 48,047

Contract Amendment 2009-076C
Trapeze Software Group Inc.

<p>Exhibit B Section 3 TOTAL CONTRACT PRICE</p>	<p>Delete: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$309,898 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Trapeze for all fees and expenses, of whatever nature, incurred by Trapeze in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract, except those previously defined and included in the not to exceed price of \$309,898 unless negotiated in writing otherwise between the parties and approved by Governor and Council.</p> <p>Replace with: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$357,945 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Trapeze for all fees and expenses, of whatever nature, incurred by Trapeze in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract, except those previously defined and included in the not to exceed price of \$357,945 unless negotiated in writing otherwise between the parties and approved by Governor and Council.</p>
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Trapeze Software Group Inc. Contract History

CONTRACT AND AMENDMENT NUMBER	CONTRACT AND AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT (NOT TO EXCEED)
Contract #2009-076	Trapeze Software Group Inc.	11/17/10	\$125,379
Amendment # 2009-076A	Two year extension to original contract completion date	10/1/13	\$ 68,456
Amendment # 2009-076B	Three year extension to amended contract completion date	10/1/15	\$ 116,063
Amendment # 2009-076C	Two year extension to amended contract completion date	10/1/18	\$ 48,047
CONTRACT TOTAL			\$357,945

Contract Amendment 2009-076C
Trapeze Software Group Inc.

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.

[Signature]
Trapeze Software Group, Inc.

Date: May 31, 2018

Corporate Signature Notarized:

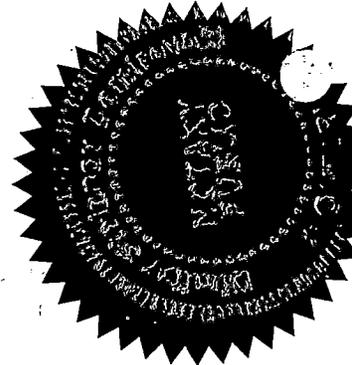
STATE OF Province Ontario
CITY Mississauga
COUNTY OF Mississauga

On this the 31st day of May, 2018, before me, Andrea Potter, the undersigned Officer General Manager, personally appeared and acknowledged her/himself to be the General Manager of Trapeze Software Group Inc. a corporation, and that she/he, as such General Manager 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 General Manager

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

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: N/A

(SEAL)



Department of Transportation

[Signature]
Victoria F. Sheehan Commissioner
Department of Transportation

Date: 6/11/18

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

[Signature]
State of New Hampshire, Department of Justice

Date: 7/2/18

Approved by the Governor and Council

State of New Hampshire, Governor and Council

Date: _____

State of New Hampshire

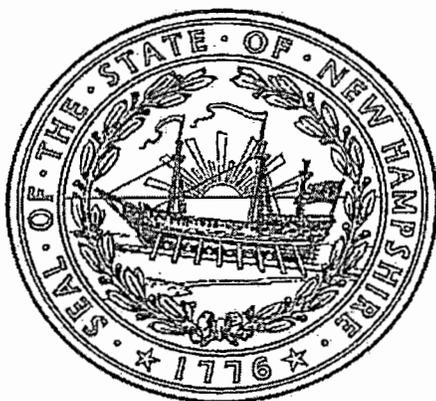
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRAPEZE SOFTWARE GROUP, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 11, 2014. 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: 709957

Certificate Number: 0004101509



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation With Seal)

I, Nathan Partington, do hereby represent and certify that:

- (1) I am Chief Financial Officer at Trapeze Software Group, Inc. a Delaware corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation.
- (5) The signature of Andrea Potter as General Manager under the Corporation affixed to any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signing authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto to set my hand as Chief Financial Officer of the Corporation.

May 31 2018



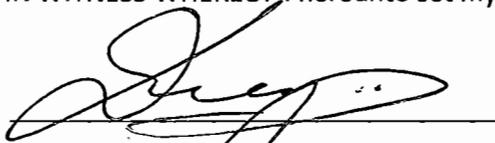
Nathan Partington, Chief Financial Officer

PROVINCE OF ONTARIO

CITY OF MISSISSAUGA

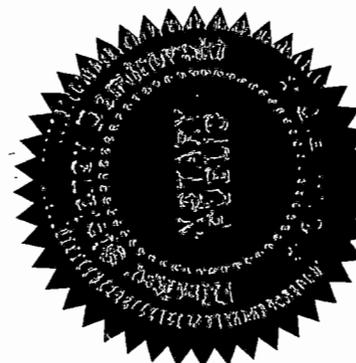
In the 31st date of May, 2018, before me, Nathan Partington, personally appeared and acknowledged her/himself to be the Chief Financial Officer of Trapeze Software Group, Inc. a Delaware corporation, and the he, as such being authorized to do so, executed the foregoing instrument.

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



Notary Public Dimitar Demirevski

My Commission Expires: LIFETIME



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

RENEWAL

DATE (MM/DD/YY)
10/27/2017

PRODUCER
Serial # 174696
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
100 KING STREET WEST, SUITE 4700
TORONTO, ON M5X 1E4 CANADA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE NAIC#

INSURED
CONSTELLATION SOFTWARE INC. AND TRAPEZE SOFTWARE GROUP INC.
5265 ROCKWELL DRIVE NE
CEDAR RAPIDS, IA 52402

INSURER A: FEDERAL INSURANCE COMPANY
INSURER B: CHUBB INSURANCE COMPANY
INSURER C: TRAVELERS PROPERTY CASUALTY CO.
INSURER D:
INSURER E:

COVERAGES

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	99504839	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						TENANTS LEGAL LIABILITY	1,000,000
A		AUTOMOBILE LIABILITY	73600397	10/27/2017	09/27/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		<input type="checkbox"/> ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED				AGG	\$
B		GARAGE LIABILITY	78183369	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 14,000,000
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$ 14,000,000
		EXCESS/UMBRELLA LIABILITY					\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	HJ-UB-9J7866-81	09/27/2017	09/27/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER PROFESSIONAL LIABILITY AND TECHNOLOGY E&O	99504839	09/27/2017	09/27/2018	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, BUREAU OF RAIL AND TRANSIT - NEW HAMPSHIRE RIDESHARE IS ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION,
BUREAU OF RAIL AND TRANSIT - NEW HAMPSHIRE RIDESHARE
7 HAZEN DRIVE
CONCORD, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. Tenaglia

RQ



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Rail and Transit
November 4, 2010

Approved 11/17/2010
Item 216

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

Requested Action

Authorize the Department of Transportation (DOT) to enter into a **Sole Source** contract with Trapeze Software Group, Inc., Scottsdale, Arizona (Vendor # 210634) in the amount of \$125,379 to provide software services to administer the State of New Hampshire's Rideshare program, effective upon Governor and Council approval through September 30, 2013, with an option to extend for two additional three-year extensions subject to Governor and Council approval. 100% Federal Funds.

Funding is available as follows:

04-96-96-964015-3054

Consolidated Federal Aid

046-500466 IT Service Vendor Non-benefit

FY 2011

\$125,379.00

Explanation

The reason for this **Sole Source** contract is to obtain maximum value and better serve the public, particularly commuters who cross state borders as they travel to work. The states of Maine, Vermont and New Hampshire have agreed to create a tri-state rideshare database utilizing the same software, Trapeze Ridepro. Using the same software as Maine and Vermont and establishing a tri-state database allows commuters who cross state borders to seamlessly obtain all of their potential rideshare matches by registering in any one of the states' rideshare programs. Using the same software as Maine and Vermont also facilitates the sharing of marketing strategies and materials. This request to enter into a sole source contract was determined by the Federal Highway Administration to be in the public interest, as is documented in the attached September 17, 2010 letter to the Department. The Department of Information Technology approval letter is also attached.

The Maine Department of Transportation has been successfully using the Trapeze Ridepro software for 6 years and doubled the size of its database using Ridepro. The Vermont Agency of Transportation purchased and implemented the Trapeze Ridepro software in 2009 and is very satisfied with its conversion to Trapeze.

The vendor will be responsible for all technical aspects of the project, including, but not limited to: the design, installation, implementation, testing, training, and support of the automated regional rideshare software. Work includes: software customization, software installation, data conversion, data loading, and related project management services.

The benefits of being part of a regional rideshare program include:

- A database and rideshare services that work across state borders make it significantly easier for commuters who cross state borders to find carpool matches. Effective commuter matches are critical to the success of a rideshare program.
- The Maine and Vermont rideshare programs have expressed a willingness to share with New Hampshire their marketing strategies and materials, which if utilized provide significant cost savings.

Features/benefits of the RidePro software:

- For Program Registrants
 - Receive ride match lists within several minutes instead of several days, with both text reports and map images.
 - If requested, multi-modal options are provided (carpool, van pool, transit, bicycle, Park and Ride information),
 - Variable radius for ride match searches (as wide as desired, down to within half a mile). Our existing system matches only by zip codes.
 - Ride match searches can be redefined at any time
 - Changes to personal information can be made at any time
 - Optional restrictions on matches can be requested such as; smoking or non-smoking, gender
 - Trip and one time event carpool matching available as a separate module
- For the program coordinator
 - Weekly database maintenance with duplicate identification and resolution
 - Tools for easy email communication with program registrants or any subset of them
 - Robust reporting capacity, including participation statistics and environmental savings for the entire state, as well as information by region, and specific employers
 - A built in tracking system for contests or incentive programs.

Trapeze Group will furnish the required services, including three (3) years of maintenance, for a total amount not to exceed \$125,379. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of the professional services to be furnished.

The Regional rideshare project is included as a pending initiative - #7, Trapeze RidePro, in the Agency's Information Technology Plan (AITP), submitted to the Department of Information Technology on February 4th, 2008.

The Project funding is 100% federal funds, using Turnpike toll credits to meet match requirements.

The Attorney General's office has approved this agreement as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the Agreement will be on file at the DOT.

Your approval of this resolution is respectfully requested.

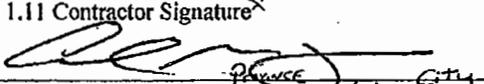
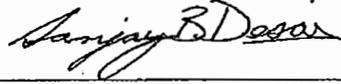
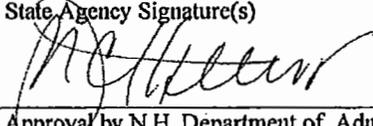
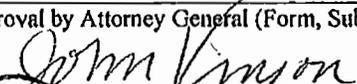
Sincerely,


George N. Campbell Jr.
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RIDESHARE CONTRACT
CONTRACT 2009-076
CONTRACT P-37 AGREEMENT**

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 7 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Trapeze Software Group		1.4 Contractor Address 8360 East Via de Ventura, Scottsdale, Arizona, 85258	
1.5 Contractor Phone Number 412-283-1030 x1823	1.6 Account Number See Page 6	1.7 Completion Date September 30, 2013	1.8 Price Limitation \$125,379
1.9 Contracting Officer for State Agency Jack W. Ferns		1.10 State Agency Telephone Number 603-271-4043	
1.11 Contractor Signature ^x 		1.12 Name & Title of Contractor Signatory COLIN MCKENZIE, GENERAL MANAGER	
1.13 Acknowledgement: State of Ontario ^{Province} County of MISSISSAUGA ^{City} On <u>OCTOBER 11/2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace SANJAY S. DESAI, NOTARY PUBLIC			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory Jack W. Ferns, Director of Aeronautics, Rail and Transit	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11/1/10</u>			
1.18 Approval by the Governor & Council By:  DEPUTY SECRETARY OF STATE On: <u>NOV 17 2010</u>			



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
August 21, 2013

Sole Source

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to amend the Department's Sole Source Agreement (Contract #2009-076 approved by Governor and Council on November 17, 2010, as Item #216) with Trapeze Software Group, Inc., Scottsdale, Arizona (Vendor # 210634) by increasing the total contract amount by \$68,456 from \$125,379 to \$193,835 and exercise an option to extend the completion date an additional two years for an amended completion date of September 30, 2015, effective upon Governor and Council approval. 100% Turnpike Funds.

Funds are available as follows for State Fiscal Year (SFY) 2014 and 2015 as follows, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified

Table with 3 columns: Description, SFY 2014, SFY 2015. Row 1: 04-96-96-961017-7514 Spaulding Turnpike/US 4/NH 16 038-500177 Software License/Maint. Mainframe/Network. Values: \$33,393 and \$35,063.

EXPLANATION

In order to obtain maximum value and better serve the needs of commuters who cross state borders, the states of Maine, Vermont and New Hampshire currently operate a tri-state rideshare database utilizing the same software, Trapeze Ridepro. The Department entered into a sole source contract with Trapeze Software Group, Inc. for all technical aspects and support of the automated regional rideshare software in order to obtain maximum value and better serve the public. At this time, amending the contract with Trapeze Software Group, Inc. to exercise the option to extend the contract is the best option to provide continued services related to the State's Rideshare program. Proceeding with a contract extension would provide a least cost method to acquire these services and would result in the best product for the State. The Department needs an automated software solution to provide a regional perspective and provide the functionality needed by an ever-expanding rider population. The Department has identified business needs, worked with regional counterparts in the States of Maine and Vermont, and selected Trapeze as a best option.

In the interest of continuing to maintain the Department's Trapeze Ridepro software services to administer the State of New Hampshire's Rideshare program, the Department requests to exercise the first of a two (2) additional up to three-year extension, as approved in the original sole source contract agreement. The extension provision in the contract agreement allows for an additional three years however, the Department is only requesting a two-year extension based on funding availability. This extension request provides an additional two years of software system hosting of the RidePro 3 LAN, Web and Trip 4 software at the Trapeze Group site and provides on-going yearly maintenance and software support for an additional two years through September 30, 2015.

Trapeze RidePro software and hosting has been a dependable, secure internet service for the operation of NH rideshare services. The State of NH has benefited from being part of a regional rideshare program with the States of Maine and Vermont having access to a database and rideshare service that works across state borders making it significantly easier for commuters who cross state borders to find carpool matches. Additionally, this software will benefit the NH Turnpike system in that it helps meet a mitigation requirement of the Newington-Dover construction project.

Trapeze Software Group Inc. will furnish the required services, including two (2) years of maintenance, for a total amount not-to-exceed \$68,456. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of the professional services to be furnished.

This project is funded with 100% Turnpike funds.

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

Your approval of this resolution is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

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

Peter C. Hastings
Commissioner

August 27, 2013

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 amend a contract with Trapeze Software Group as described below and referenced as DoIT number 2009-076a as described below.

In the interest of continuing to maintain the Department's Trapeze Ridepro software services to administer the State of New Hampshire's Rideshare program, this amendment exercises an option to extend the completion date an additional two years. This extension provides an additional two years of software system hosting of the RidePro 3 LAN, Web and Trip 4 software at the Trapeze Group site and provides on-going yearly maintenance and software support through September 30, 2015. This contract amendment increases the contract value by \$68,456 to \$193,835, upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp
DoIT 2009-076a

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



**WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER**

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

Bureau of Rail & Transit
July 8, 2015

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to amend the Department's **Sole Source Agreement** (Contract #2009-076 approved by Governor and Council on November 17, 2010, Item #216 and amended on September 18, 2013, Item 79) with Trapeze Software Group, Inc., Scottsdale, Arizona (Vendor # 210634) by increasing the total contract amount by \$116,063 from \$193,835 to \$309,898 and exercise an option to extend the amended contract an additional three years for an amended completion date of September 30, 2018, effective upon Governor and Council approval. 80% CMAQ Funds, 20% Turnpike Funds.

Funds to support this amendment request are anticipated to be available in the following accounts in State fiscal year 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budget and contingent upon the availability and continued appropriation of funds for fiscal year 2018, with the ability to adjust encumbrances between State fiscal years through the Budget Office, if needed and justified. Funding is as follows:

	<u>SFY 2016</u>	<u>SFY 2017</u>	<u>SFY 2018</u>
04-96-96-963515-3054 Consolidated Federal 038-500177 Software License/Maint. Mainframe/Network	\$29,453	\$30,926	\$32,472
04-96-96-961017-7022 Turnpike Administration – Support 038-500177 Software License/Maint. Mainframe/Network	\$ 7,363	\$ 7,731	\$ 8,118

EXPLANATION

The states of Maine, Vermont and New Hampshire currently operate a tri-state rideshare database utilizing Trapeze Ridepro software in order to serve the needs of commuters who cross state borders. The Department entered into a sole source contract with Trapeze Software Group, Inc. for all technical aspects and support of the automated regional rideshare software in order to obtain maximum value and better serve the public. At this time, amending the contract with Trapeze Software Group, Inc. to exercise the second option for up to a three year extension, as approved in the original sole source contract agreement, is the best option to provide continued services related to the State's Rideshare program. This contract extension will provide the least cost method to acquire these services and will result in the best product for the State. This amendment extension request

provides an additional three years of software system hosting of the RidePro 3 LAN, Web and Trip 4 software at the Trapeze Group site and provides on-going yearly maintenance and software support for an additional three years through September 30, 2018.

The Department needs an automated software solution to provide a regional perspective and provide the functionality needed by an ever-expanding rider population. The Department has identified business needs, worked with regional counterparts in the States of Maine and Vermont, and selected Trapeze as a best option.

Trapeze RidePro software and hosting has been a dependable, secure internet service for the operation of NH rideshare services. The State of NH has benefited from being part of a regional rideshare program with the States of Maine and Vermont having access to a database and rideshare service that works across state borders making it significantly easier for commuters who cross state borders to find carpool matches. Additionally, this software benefits the NH Turnpike system in that it helps meet a mitigation requirement of the Newington-Dover construction project.

Trapeze Software Group Inc. will furnish the required services, including three (3) years of maintenance, for a total amount not-to-exceed \$116,063. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of the professional services to be furnished.

This project is funded with 80% CMAQ funds and 20% Turnpike funds.

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

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive style with a large, prominent "W" and "C".

William Cass, P.E.
Assistant Commissioner

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

July 6, 2015

Patrick C. Herlihy
Director of Aeronautics, Rail and Transit
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Director Herlihy:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Trapeze Software Group as described below and referenced as DoIT number 2009-076b.

In the interest of continuing to maintain the Department's Trapeze Ridepro software services to administer the State of New Hampshire's Rideshare program, this amendment exercises an option to extend the completion date an additional three years. This extension provides an additional three years of software system hosting of the RidePro 3 LAN, Web and Trip 4 software at the Trapeze Group site and provides on-going yearly maintenance and software support through September 30, 2018. This contract amendment increases the contract value by \$116,063 to \$309,898, upon Governor and Executive Council approval.

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

Sincerely,

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

Denis Goulet

DG/dcp
DoIT 2009-076b

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RIDESHARE CONTRACT
CONTRACT 2009-076
CONTRACT AMENDMENT 2009-076B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2009-076, on November 17, 2010, Item #216 (herein after referred to as the "Agreement") and amended on September 18, 2013, Item #79, Trapeze Software Group Inc., (hereinafter referred to as the "Vendor", "Trapeze") agreed to supply certain software services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation, (hereinafter referred to as the "Department") certain sums as specified therein;

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

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

WHEREAS, the Department wishes to change the amended completion date from September 30, 2015 to September 30, 2018;

WHEREAS, the Department wishes to increase the amended Contract price by \$116,063 to bring the total contract price to \$309,898;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect a new Completion Date of September 30, 2018.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$116,063 from \$193,835 to \$309,898.
3. The Agreement is further amended as described below:

Page 6: *Account Funding*, of the original contract agreement, is hereby amended to reflect the addition of funding for State Fiscal Year 2016, 2017 and 2018. Account Funding Amendment is detailed below:

Account Funding Amendment

State Fiscal Year	Account Funding Source	Amendment Amount
SFY 16	04-96-96-961017-7514-046-500464	\$ 36,816
SFY 17	04-96-96-961017-7514-046-500464	\$ 38,657
SFY 18	04-96-96-961017-7514-046-500464	\$ 40,590
AMENDED CONTRACT TOTAL		\$ 116,063