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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, New Hampshire 03301

Division of Operations
June 3, 2022

REQUESTED ACTION

Authorize the Department of Transportation to enter into contract amendment with TELUS Communications (U.S.) (Vendor #318232) of St. John's, NL A1A 4Z9 Canada, by increasing the contract amount by \$271,132.32 from \$542,270.75 to \$813,403.07, for Automatic Vehicle Location System (AVL) services for the Bureaus of Turnpikes, Highway Maintenance, and Mechanical Services within the Division of Operations, upon approval from Governor and Council through June 30, 2024. 16% Turnpikes Funds, 84% Highway Funds.

Funds to support this request are available in the following accounts in State FY 2023 and is contingent upon the availability and continued appropriation of funds in FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2023</u>	<u>FY 2024</u>
04-096-961017-70270000 Technology Hardware 037-500171 Network Hardware - New	\$1,500.00	\$1,500.00
04-096-961017-70320000 Technology Hardware 037-500171 Network Hardware - New	\$750.00	\$750.00
04-096-961017-70370000 Technology Hardware 037-500171 Network Hardware - New	\$1,000.00	\$1,000.00
04-096-960515-29280000 Technology Hardware 037-500171 Network Hardware - New	\$50,000.00	\$0.00
04-096-96017-70220000 Employee Training 066-500555 Training / Education Consultant	\$1,500.00	\$1,500.00

04-096-961017-70270000 Maintenance Other Than Building 024-500225 Contract Repairs; Machine-Equip	\$7,255.67	\$7,255.67
04-096-961017-70320000 Maintenance Other Than Building 024-500225 Contract Repairs; Machine-Equip	\$4,287.44	\$4,287.44
04-096-961017-70370000 Maintenance Other Than Building 024-500225 Contract Repairs; Machine-Equip	\$4,947.05	\$4,947.05
04-096-960515-29280000 Maintenance Other Than Building 024-500225 Contract Repairs; Machine-Equip	\$61,000.00	\$61,000.00
04-096-960515-30050000 Maintenance Other Than Building 024-500225 Contract Repairs; Machine-Equip	<u>\$28,326.00</u>	<u>\$28,326.00</u>
Fiscal Year Totals	\$160,566.16	\$110,566.16

EXPLANATION

On August 24, 2016, item #25, Governor and Council approved the original contract with Blue Ocean Satellite Systems Inc., now TELUS Communications, contract to perform design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System (AVL) to be effective for a 4-year period through June 30, 2020. The contract also included the option, at the sole discretion of the State, to extend for up to two 2-year terms up to but not beyond June 30, 2024.

On June 24, 2020, item #48, Governor and Council approved an amendment #1 to the Agreement (Contract #2016-016, State Contract #5000971) between the State of New Hampshire Department of Transportation and TELUS Communications (U.S.) Inc. (Vendor# 318232) for installation and operations and maintenance services of our AVL's to be effective through June 30, 2022.

On December 8, 2021, item #16, Governor and Council approved an amendment #2 to the Agreement (Contract #2016-016, State Contract #5000971) between the State of New Hampshire Department of Transportation and TELUS Communications (U.S.) Inc. (Vendor# 318232) for additional funds to add 128 more units to our Fleet. The funds covered installation and operations and maintenance services of our AVL's to be effective through June 30, 2022.

This request is for a two-year continuation of TELUS Communications maintenance contract for the AVL system covering FY 2023 and FY 2024. This is the last of two 2-year extensions that was included in the original contract. The AVL's consists of a 24/7 web-based monitoring software that provides real-

time tracking, reports and alerts for Sensor/Input Monitoring, Spreader Control Integration, Geofencing, Engine information, and Navigation.

The funding for the TELUS Communications Technology Hardware portion of the contract will cover the following:

- Additional AVL units on 105 Highway Maintenance dump trucks to track fuel usage, idling and winter maintenance activities

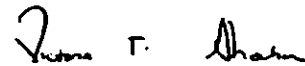
The funding for the TELUS Communications Operations and Maintenance portion of the contract will cover the following:

- Website support for all 407 vehicles equipped with AVLS.
- Monthly cell data charges for all 407 vehicles.

The contract has been approved by the Attorney General as to form and execution. The Commissioner of DoIT has approved the amendment. Funding for 2023 is available and FY 2024 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

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 1, 2022

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 enter into a contract amendment with TELUS Communications (U.S.) Inc. as described below and referenced as DoIT No. 2016-016C.

This is an amendment to the current contract to increase the pricing limitation for continued Automatic Vehicle Location (AVL) services.

The price limitation will increase by \$271,132.32, from \$542,270.75 to \$813,403.07, with no change to the expiration date of June 30, 2024, effective upon Governor and Executive Council approval through June 30, 2024.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA
DoIT #2016-016C

cc: Charles Burns, DoIT - IT Lead

STATE OF NEW HAMPSHIRE
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THIRD CONTRACT AMENDMENT

This Third Contract Amendment ("Third Amendment") is entered into by and between the State of New Hampshire, acting by and through the Department of Transportation (hereinafter referred to as the "Department" or "NH DOT"), and TELUS Communications (U.S.) Inc. (Vendor# 318232) (hereinafter referred to as "Vendor" or "TELUS Communications"), collectively referred to as ("the Parties").

WHEREAS, pursuant to an Agreement approved by Governor and Council on August 24, 2016, Item #25 (herein after referred to as the "Agreement"), Blue Ocean Satellite Systems Inc. agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department agreed to manage the maintenance services for the Automatic Vehicle Location System (AVL);

WHEREAS, pursuant to Provision 18.7 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 #1 to the Agreement (Contract #2016-016, State Contract #5000971) between the State of New Hampshire Department of Transportation and TELUS Communications (U.S.) Inc. (Vendor# 318232) on June 24, 2020 Item #48, to be effective through June 30, 2022.

WHEREAS, the Governor and Council approved an amendment #2 to the Agreement (Contract #2016-016, State Contract #5000971) between the State of New Hampshire Department of Transportation and TELUS Communications (U.S.) Inc. (Vendor# 318232) on December 8, 2021 Item #16, to be effective through June 30, 2022.

WHEREAS, TELUS Communications and the Department have agreed to amend the Agreement:

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. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$542,270.75 and adding a new price limitation of \$813,403.07.

2. Section 2.2 Non-Exclusive Not to Exceed Contract of the General Provisions, 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 \$813,403.07.

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Date 8/1/2022

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3. Under Section 3.0 Contract Management of agreement, 3.1 TELUS Communications Contract Manager shall be amended as follows:

Gregg Abdella
TELUS Communications (U.S.) Inc.
Tel: (413) 205-7533
Email: Gregg.Abdella@skyhawk.co

4. Under Section 3.0 Contract Management of the agreement, 3.3.3.1 TELUS Communications (U.S.) Inc. Key Project Staff shall be amended as Follows:

Key Member(s)	Title
Gregg Abdella	Account Manager
Krista Schmidt	Project Manager
David Fitzgerald	Subject Matter Expert - Software
Derrick Dunne	Subject Matter Expert - Hardware
Sean Hogan	Subject Matter Expert – Systems Architect

5. Under Section 17 Dispute Resolution, Disputed resolution Responsibility and Schedule Table of the Agreement shall be replaced as follows:

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Krista Schmidt TELUS Communications (U.S.) Inc. Project Manager (PM)	David Gray Jr State Project Manager (PM)	5 Business Days
First	Gregg Abdulla TELUS Communications (U.S.) Inc. Account Manager	John Corcoran Turnpikes Administrator	10 Business Days
Second	Paul Anderson TELUS Communications (U.S.) Inc. Project Principal	Dave Rodrigue Director of Operations	15 Business Days

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

1. Under Section 1 Payment Schedule, Section 1.1 Not to Exceed, replace the paragraph as follows:

This is a Not to Exceed (NTE) with a maximum contract value of \$813,403.07 for the period between the Effective Date through June 30, 2024. TELUS Communications shall be

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responsible for performing its obligations in accordance with the Contract. This Contract will allow TELUS Communications to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

2. Under section 1.2 Cost Summary Detail add the following tables:

2.1 Table 1.2 Cost Summary Details

Description	FY 23	FY 24	Contract Item Total
Maintenance	\$105,816.16	\$105,816.16	\$211,632.32
Training	\$1,500.00	\$1,500.00	\$3,000.00
New Units & Materials	\$53,250.00	\$3,250.00	\$56,500.00
FY Total Operational Costs	\$160,566.16	\$110,566.16	
TOTAL CONTRACT PRICE			\$271,132.32

2.2 Table 1.2.3 Maintenance Cost

Description	# of Units	FY 23	FY 24	Contract Item Total
Highway Maintenance	215	\$61,000.00	\$61,000.00	\$122,000.00
Turnpikes	57	\$16,490.16	\$16,490.16	\$32,980.32
Mechanical Services	135	\$28,326.00	\$28,326.00	\$56,652.00
Sub - Total Maintenance Cost		\$105,816.16	\$105,816.16	
Total Maintenance Cost				\$211,632.32

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2.3 Table 1.2.4 Training

Description	FY23	FY24	Contract Item Total
Per Day On Site	\$1,500.00	\$1,500.00	\$3,000.00
Webinar	Free	Free	\$0.00
Total			\$3,000.00
Cost does not include travel and accommodations, billed at cost			

2.4 Table 1.2.5 New units, Install, and Material cost

Description	FY23	FY24	Contract Item Total
Highway Maintenance	\$50,000.00	\$0.00	\$50,000.00
Turnpikes	\$3,250.00	\$3,250.00	\$6,500.00
Mechanical Services	\$0.00	\$0.00	\$0.00
Sub - Total Maintenance Cost	\$53,250.00	\$3,250.00	
Total New units and material cost			\$56,500.00

2.5 Table 1.3 Parts List Cost

Part #	Item Description	FY23/24 Price
	SkyHawk Device	
SHM-J19-KIT	SkyHawk Device J1939 Kit (includes GPS device w/mounting boot, two 6 ft. ECM/Power cable extensions (chainable), J1939 Y-Splitter, Hirschmann antenna, protective case, Input Block Kit, 15 ft. of 4-Wire, 10 ft. 3/4" split loom, Velcro, fuse kit) Note: this kit can't be hardwired	\$620.00
SHM-OBD-KIT	SkyHawk Device OBDII Kit (includes GPS device w/mounting boot, two 6 ft. ECM/Power cable extensions (chainable), OBDII Y-Splitter, Hirschmann antenna, protective case, Input Block Kit, 15 ft. of 4-Wire, 10 ft. 3/4" split loom, Velcro, fuse kit) Note: this kit can't be hardwired	\$575.00
SHM-HPS-KIT	SkyHawk Device HARDWIRE Kit (includes GPS device w/mounting boot, 6 m hardwire power cable, Hirschmann antenna, Input Block Kit, 15 ft. of 4-Wire, 10 ft. 3/4" split loom, Velcro, fuse kit) Note: this kit can't be used with the ECM cable	\$570.00
	Skyhawk Device Cables & Parts	
BRI-HPS-001	SkyHawk Telematics CAT4 modem with mounting boot	\$443.45

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SH-JYC-001	J1939 Y-Splitter	\$48.43
SH-OYC-001	OBDII Y-Splitter	\$12.19
SH-EC-001	6 ft. ECM/Power cable extension	\$11.21
AVL-BRI-PWR	SkyHawk Device Power Cable 6m (19 ft (for Hardwire Kit)	\$13.25
SH-ANT-001	Hirschmann GPS/Cell Windshield Mount Antenna	\$32.85
SHM-IOS-KIT	SkyHawk Device Input Block Kit (8-position terminal block, 6 resistors, 1 ft. of 1/4" heat shrink)	\$7.00
	Cypress CTM-200 Antennas + Accessories	
AVL-CTM-PWR	CTM-200 Power Cable	\$19.17
SKY-AVL-CSE	Protective/Tamper Proof Case	\$34.37
AVL-ANT-CEL	Hirschmann GPS/Cell Windshield Mount Antenna	\$32.85
AVL-ANT-WFI	WIFI/WPAN Windshield Mount Antenna	\$15.84
SH-SCC-020	CTM-200 modem Programming Cable	\$29.48
	Replacement Components	
SH-MNT-002	Elastomer CTM-200 Mounting Bracket	\$25.56
ANT-CEL-PAD-PAC	Hirschmann Windshield Antenna Adhesive Pad (pack of 10)	\$41.48
ANT-CEL-PAD	Hirschmann Windshield Antenna Adhesive Pad (each)	\$4.15
	Cypress Modem ECM Cables	
CTM-ECM-JT2-KIT	J-1939 Cable Kit Type 2 (Y-Cable with ECM Data CANCable)	\$57.14
CTM-ECM-OBD-KIT	OBDII Cable Kit (Y-Cable with ECM Data CANCable)	\$57.14
	Replacement ECM Components	
CTM-ECM-JT2	J-1939 Y-Cable Type 2	\$37.04
CTM-ECM-ODB	OBDII Y-Cable	\$37.04
CTM-ECM-CAN	ECM Data CAN-Cable	\$29.63
	Cypress Modem IO Connector Components	
CTM-4WR-KIT	GPIO Kit (4 Wire 15 Ft. Input Cable with 2 1x9 GPIO Blocks)	\$25.57
	Replacement Components	
CTM-IOS-9PN	GPIO Block 1x9 Inputs (each)	\$10.22
SKY-AVL-4WR	4 Wire 15 Ft. Input Cable	\$8.71
	Cypress Modem DriverID	
CTM-DID-IBR	i-Button Reader Assembly (Includes Reader, Buzzer, 4-wire)	\$30.93
SKY-DID-FOB	i-Button Key with Fob	\$7.31
AVL-DID-HID	HID Card Reader Assembly (Includes Card Reader, 4-wire, Buzzer)	\$117.27
DID-HID-CRD	HID Driver ID Card	\$4.44
	Installation Components	
PWR-CON-KIT	Universal Fuse Kit (includes 2 inline, 2 ATC, 2 ATM, 2 ATR Add-a-Circuits, 2 ATC, 2 ATM, 2 ATR 5A fuses, 4 14-16AWG butt splice connectors, 3 ground ring terminals, 1x 1/8" TEK screw)	\$21.54

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PWR-INL-KIT	Inline Fuse Kit (includes 2 inline, 2 ATC 5A fuses, 4 14-16AWG butt splice connectors, 3 ground ring terminals, 1x1/2" TEK screw)	\$8.88
PWR-ATC-KIT	ATC Fuse Kit (includes 2 ATC Add-a-Circuits, 2 ATC 5A fuses, 1 ground ring terminal, 1x1/2" TEK screw)	\$8.88
PWR-ATM-KIT	ATM Fuse Kit (includes 2 ATM Add-a-Circuits, 2 ATM 5A fuses, 1 ground ring terminal, 1x1/2" TEK screw)	\$8.88
PWR-ATR-KIT	ATR Fuse Kit (includes 2 ATR Add-a-Circuits, 2 ATR 5A fuses, 1 ground ring terminal, 1x1/2" TEK screw)	\$8.88
	Replacement Components	
AVL-AAC-ATM	DC Power Add-a-Circuit ATM (mini) (pack of 10)	\$39.58
AVL-FUS-ATM	DC Power 5 Amp Fuses (ATM) (pack of 10)	\$1.88
SKY-AVL-RGT	DC Power Ground Ring Terminal (14-16AWG) (pack of 10)	\$0.83
AVL-AAC-ATO	DC Power Add-a-Circuit (ATC/ATO) (pack of 10)	\$39.58
AVL-FUS-ATO	DC Power 5 Amp Fuses (ATC) (pack of 10)	\$2.60
AVL-AAC-INL	Inline Fuse Holder (ATC) (pack of 10)	\$20.42
AVL-AAC-ATR	DC Power Add-a-Circuit ATR (ATM Micro) (pack of 10)	\$39.58
AVL-FUS-ATR	DC Power 5 Amp Fuses (ATR) (pack of 10)	\$5.21
AVL-BUT-16G	Butt Splice connectors (14-16AWG) with heat shrink, low temp solder (pack of 10)	\$5.00
	Cabling, Sensors + Accessories	
AVL-CAT-15F	CAT5e Ethernet Cable 15ft RJ45	\$8.71
SPR-UNV-KIT	Universal Spreader Cable Kit (Cirrus, CS230AC, CS550, Dickey-John, Epoke, Flex 4, Force America 5100, Schmidt)	\$21.41
SPR-UNV-CAB	10' (DB9F/DB9M) Null Modem Cable	\$5.00
SPR-UNV-NMF	Null Modem Adapter (9M/9F) - Low Profile - Pack of 5	\$14.00
SPR-UNV-SMM	DB9M to DB9M Slimline Gender Changer/Adapter - Pack of 5	\$10.00
SPR-UNV-HEX	Hex nuts- Pack of 10	\$2.00
AVL-SPR-440	CS440 Spreader Cable (remove pin 8)	\$31.24
AVL-SPR-550	CS550 Cable	\$95.00
AVL-SPR-550-ALT	CS550 cable, Bosch part # R98740008	\$120.00
PBS-HYD-KIT	Hydraulic Pressure Sensor Kit (Includes 3000psi sensor, hydraulic t-fitting, 30' SJEOOW 2-wire cable, inline ATC fuse holder, ATC fuse, 2x 14-16AWG butt splice connectors)	\$218.90
PBS-PRO-NWP-KIT	Plow Blade Proximity Sensor Kit (contains Sensor, 30' LED cable, mounting bracket, 3 butt splice connectors 14-16AWG)	\$64.99
PBS-WEA-KIT	3 Way Weather Pack with Caps and Straps	\$10.00
	Replacement Components	
AVL-PBS-PRO	Plow Blade Proximity Sensor	\$50.98
PBS-PRO-CAB	Plow Blade Sensor Cable 10-M w/LED	\$21.96
PBS-PRO-BRC	Mounting Bracket RT-ANG for 30 mm Sensors	\$3.92
	ATrack Hardware	
	AK11	

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AKI-OB-D-KIT-PLU	AK11 Kit 4G/LTE Modem with WiFi, Bluetooth and Backup Battery (power I/O harness, fuse kit, loom, OBD2 ecm cable)	\$315.00
AKI-J19-KIT-PLU	AK11 Kit 4G/LTE Modem with WiFi, Bluetooth and Backup Battery (power I/O harness, fuse kit, loom, J1939 ecm cable)	\$315.00
AVL-AKI-HPS	ATrack AK11 4G/LTE Modem with WiFi, Bluetooth and Backup Battery	\$240.00
AKI-NWB-OB-D-KIT	AK11 Kit 4G/LTE Modem with Backup Battery (power I/O harness, fuse kit, loom, OBD2 ecm cable) This device does not have WIFI or Bluetooth	\$300.00
AKI-NWB-J19-KIT	AK11 Kit 4G/LTE Modem with Backup Battery (power I/O harness, fuse kit, loom, J1939 ecm cable) This device does not have WIFI or Bluetooth	\$300.00
AVL-AKI-NWB	ATrack AK11 4G/LTE Modem with Backup Battery (without Wifi or Bluetooth capability) This device does not have WIFI or Bluetooth	\$225.00
AVL-AKI-OB-D	OBDII Y-Cable for AK11	\$37.50
AVL-AKI-J19	J1939 Y-Cable for AK11	\$37.50
AVL-ANT-CEL	Hirschmann GPS/Cell Windshield Mount Antenna	\$32.85
AVL-ATR-ANT	ATrack GPS Antenna	\$17.50
AVL-ATR-SPR	ATrack SSI Kit (Includes SSI Universal Controller Interpreter and Serial Cable Connection to AK11)	\$107.50
SKY-AVL-CSE	Protective/Tamper Proof Case	\$34.37
AVL-AKI-HPS	Power IO Harness	\$7.50
	AX11	
SKY-AVL-AX1	ATrack AX11 OBDII Vehicle Modem w/Backup battery and Bluetooth 4.1 Module pre-installed	\$132.50
AVL-OB-D-CAB	OBDII Y-Split Plug in Cable (6ft)	\$17.50
AVL-J19-OB-D	J1939 Cable for AX11	\$27.50
	AL11	
ALI-HPS-KIT	ATrack AL11 4G/LTE GPS Waterproof Vehicle Tracker Kit (includes power/IO cable (3 input), Internal antenna, 900mAH LiPo battery, fuse kit, 2 relays)	\$177.50
AVL-REL-121	Relays	\$10.00
	AS11	
AST-AS1-KIT	ATrack AS11 with Mount and Protective Case	\$212.50
SKY-AVL-AS1	AS11 LTE Asset Tracker, IP68 Rated	\$170.00
AVL-AS1-MNT	AS11 Mount	\$10.00
	NimbeLink	
SKY-AST-AT2	NimbeLink AT2	\$137.50
	Satellite Tracking Devices & Services	
SKY-AST-SMC	SkyHawk SmartOne C Satellite Tag with 4 AAA Lithium 2900mAH (Energizer Brand)	\$122.00
AST-SMC-PWR	Smartone C 8-22V Universal Input Cable	\$35.00
AIR-GBS-ACT	SkyHawk SmartOne - Network Activation (One time fee per unit)	\$50.00
AIR-GBS-VAR	Satellite Data Plan - VAR PLAN 1 (Monthly fee/unit - Additional Msgs = \$0.20)	\$3.75

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AIR-GBS-100	Satellite Data Plan - 100 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$12.50
AIR-GBS-200	Satellite Data Plan - 200 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$17.50
AIR-GBS-400	Satellite Data Plan - 400 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$31.25
AIR-GBS-800	Satellite Data Plan - 800 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$50.00
	Software	
SKY-WEB-PRO	SkyHawk - ConnectAnywhere Pro (AVL) - Monthly fee per vehicle	\$21.50
SKY-WEB-LIT	SkyHawk - ConnectAnywhere Lite - Monthly Fee per vehicle	\$12.00
SKY-WEB-AST	SkyHawk - ConnectAnywhere (Asset) - Monthly fee per asset (Sat tag) includes satellite airtime suspension	\$5.00
SKY-WEB-SUS	SkyHawk - ConnectAnywhere (AVL) - Monthly Suspension Fee per vehicle or asset, includes cellular airtime suspension (up to 6mo)	\$5.00
SKY-WEB-PUB	SkyHawk - Connect Anywhere (AVL) - Monthly Public Website Access Fee per vehicle or asset	\$5.00
	US Cellular Data Plans (compatible with CTM-200 devices)	
SKY-USC-10M	US Cellular 10 MB Pooled Plan-Monthly Fee per Vehicle	\$8.79
SKY-USC-25M	US Cellular 25 MB Pooled Plan-Monthly Fee per Vehicle	\$9.59
SKY-USC-50M	US Cellular 50 MB Pooled Plan-Monthly Fee per	\$13.95
SKY-USC-250	US Cellular 250 MB Pooled Plan-Monthly Fee per Vehicle	\$17.99
SKY-USC-1GB	US Cellular 1 GB Pooled Plan-Monthly Fee per Vehicle	\$20.69
SKY-USC-5GB	US Cellular 5 GB Pooled Plan-Monthly Fee per Vehicle	\$35.99
	AT&T Data Plans (compatible with ATrack devices)	
SKY-ATT-1MB	AT&T 1 MB Pooled Plan-Monthly Fee per Vehicle	\$0.90
SKY-ATT-5MB	AT&T 5 MB Pooled Plan-Monthly Fee per Vehicle	\$2.50
SKY-ATT-10M	AT&T 10MB Pooled Plan-Monthly Fee per Vehicle	\$3.50
SKY-ATT-20M	AT&T 20MB Pooled Plan-Monthly Fee per Vehicle	\$3.75
SKY-ATT-25M	AT&T 25MB Pooled Plan-Monthly Fee per Vehicle	\$5.00
SKY-ATT-50M	AT&T 50MB Pooled Plan-Monthly Fee per Vehicle	\$6.00
SKY-ATT-75M	AT&T 75MB Pooled Plan-Monthly Fee per Vehicle	\$6.00
SKY-ATT-100	AT&T 100MB Pooled Plan-Monthly Fee per Vehicle	\$7.50
SKY-ATT-300	AT&T 300MB Pooled Plan-Monthly Fee per Vehicle	\$8.50
SKY-ATT-1GB	AT&T 1GB Pooled Plan-Monthly Fee per Vehicle	\$10.00
SKY-ATT-3GB	AT&T 3GB Pooled Plan-Monthly Fee per Vehicle	\$30.00
SKY-ATT-5GB	AT&T 5GB Pooled Plan-Monthly Fee per Vehicle	\$50.00
	SkyHawk Data Plans (compatible with SkyHawk and ATrack devices)	
SKY-TEL-5MB	SkyHawk Data Plan - 5MB Pooled	\$2.13
SKY-TEL-10M	SkyHawk Data Plan - 10MB Pooled	\$2.25
SKY-TEL-20M	SkyHawk Data Plan - 20MB Pooled	\$2.50

Contractor Initials all pages _____
 Date _____

STATE OF NEW HAMPSHIRE
Department of Transportation
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RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 3

SKY-TEL-25M	SkyHawk Data Plan - 25MB Pooled	\$2.70
SKY-TEL-75M	SkyHawk Data Plan - 75MB Pooled	\$3.88
SKY-TEL-1GB	SkyHawk Data Plan - 1GB Pooled	\$9.50
SKY-TEL-2GB	SkyHawk Data Plan - 2GB Pooled	\$18.00
SKY-TEL-3GB	SkyHawk Data Plan - 3GB Pooled	\$26.50
SKY-TEL-5GB	SkyHawk Data Plan - 5GB Pooled	\$44.00

2.6 Table 1.4 TELUS Communications (U.S.)Inc. Labor Rate

ITEM	STAFF POSITION	FY23	FY24
1	Installation Technician	\$120.00/hr	\$120.00/hr
2	System Developer	\$120.00/hr	\$120.00/hr
3	Project Manager	\$100.00/hr	\$100.00/hr

2.7 Table 1.5 Installation Cost (Labor)

Hardware Installation Cost (Labor)		
	FY23/24 Price	Comments
CTM-200 / Telus Modem		
Plow truck with protective case, cell/GPS antenna, WiFi antenna, front plow proximity sensor, spreader (CS440 or CS550), weather pack	\$375.00	* NHDOT is responsible for welding on the proximity sensor bracket. Price excludes the sensor to detective plow blade on/off).
Pickup without inputs (protective case, cell/GPS antenna, WiFi antenna)	\$215.00	
Pavement Marking Truck (protective case, cell/GPS antenna, WiFi antenna)		No price at this time due to incomplete installation requirements
AK11 with SSI Box		

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Plow truck with antenna, front plow proximity sensor and spreader (CS440 or CS550), weather pack	\$375.00	* NHDOT is responsible for welding on the proximity sensor bracket. Price excludes the sensor to detective plow blade on/off).
AK11		
Pickup (3-wire installation, under dash mount)	\$180.00	
Sweeper (3-wire installation, protective case, antenna, non-computerized sweeper, 3 brooms and proximity sensor for hopper)	\$525.00	
Catch Basin Truck (3-wire installation, protective case, antenna, Sucking, Dump)	\$455.00	
AX11		
AX11 installed with OBDII or J1939 Y-Split Cable	\$100.00	
AL11		
AL11 installed in Mower (3-wire installation, main deck)	\$255.00	
AS11		
AS11 (3-wire installation, mount and protective Case)	\$125.00	
CTM 200 or Telus Modem or ATrack Add-On's Installation Options*		* Price is valid when combining with a planned installation. Installation to be priced by the hour if adding to pre-installed vehicle.
ECM Connections (OBDII or J1939)	\$50.00	
Input (internal connection such as beacon light or PTO, excludes plow inputs)	\$75.00	
Weather Pack	\$50.00	

Contractor Initial all pages
 Date 6/1/2022

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
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Protective Case	\$50.00	
Plow Blade up/down using proximity sensor	\$120.00	
Plow Blade detection for on/off	\$85.00	
Hydraulic Switch	\$120.00	
Hardware Removal Cost (Labor)		
CTM200 or Telus modem		
Plow truck with front plow proximity sensor and spreader (CS440 or CS550)	\$120.00	
Pickup	\$60.00	
Pavement Marking Truck	\$60.00	
AK11 with SSI Box		
Plow truck with front plow proximity sensor and spreader (CS440 or CS550)	\$120.00	
AK11		
Pickup	\$60.00	
Sweeper (GPS, All Brooms, Dump)	\$120.00	
Catch Basin Truck (GPS, Sucking, Dump)	\$120.00	
Other		
Mowers	\$60.00	
Miscellaneous Fees		
Travel to installation site, per vehicle, round trip charge	\$150.00	
Cancellation fee, less than 48 hrs notice	\$150.00	
Service Call, minimum charge	\$120.00	

Contractor Initial all pages
 Date 6/1/2022

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STATE OF NEW HAMPSHIRE
 Department of Transportation
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 CONTRACT AMENDMENT 3

7. Under Exhibit B, Section 2 Contract Price, the paragraph shall be replaced as follows:

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 \$813,403.07 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to TELUS Communications for all fees and expenses, of whatever nature, incurred by TELUS Communications in the performance hereof.

8. RFP 2016-016 - Automatic Vehicle Location System (AVL) Contract Descriptions:

Contract and Amendment Number	Amendment Type	Effective Date	Contract Amount
RFP 2016-016	Original Contract	July 1, 2016 through June 30, 2020	\$270,072.66
RFP 2016-016 Amendment #1	Amendment 01	July 1, 2020 through June 30, 2022	\$94,785.39
RFP 2016-016 Amendment #2	Amendment 02	December 8, 2021 through June 30, 2022	\$177,412.70
RFP 2016-016 Amendment #3	Amendment 03	July 1, 2022 through June 30, 2024	\$271,132.32
Contract Total			\$813,403.07

Contractor Initial all pages
 Date 6/1/2022

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STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 3

9. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Amendment 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.

DocuSigned by:
Erin Emmott
ABC3006FC007448
Erin Emmott, President
TELUS Communications (U.S.) Inc.

Date: 6/1/2022

Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____

On this the ____ day of _____, 2022, 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:

(SEAL)

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

Date: 6/7/22

[Signature]
Approval by Attorney General's Office

Date: 6/15/22

Approval by the Governor and Council

Date: _____

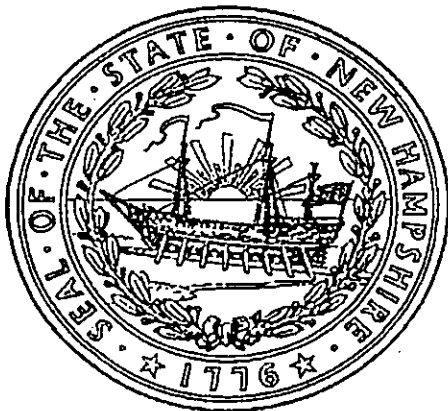
State of New Hampshire
Department of State

OFFICE OF SECRETARY OF STATE
CERTIFIED COPY

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of BUSINESS FORMATION(04/22/2020) as a Delaware Profit Corporation of TELUS COMMUNICATIONS (U.S.) INC. as filed in this office and held in the custody of the Secretary of State. Documents may be subject to redactions according to New Hampshire RSA 91A.

Business ID: 840933

Certificate Number: 5784868



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 31st day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

TELUS COMMUNICATIONS (U.S.) INC.
(a Delaware Corporation)
UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF
THE BOARD OF DIRECTORS

Pursuant to the provisions of Section 141 of the Delaware General Corporation Law, the undersigned, being all the directors (the "Directors") of TELUS Communications (U.S.) Inc., a Delaware corporation (the "Corporation"), hereby adopt the following resolutions in lieu of holding a meeting of the Board of Directors (the "Board"), as of May 31, 2022 and hereby direct that this written consent be filed in the records book of the Corporation.

WHEREAS the Corporation wishes to enter into a Third contract amendment agreement (the "Third Amendment (Contract RFP-2016-016)") with the State of New Hampshire, acting by and through the Department of Transportation, which would amend an Agreement approved by Governor and Council (State of New Hampshire) on August 24, 2016 pertaining to RFP 2016-016, Automatic Vehicle Location System (AVL), to reflect certain amendments as set forth therein.

BE IT RESOLVED THAT:

1. The entering into by the Corporation of the Third Amendment (Contract RFP-2016-016), substantially in the form of the draft submitted to the directors for review, is authorized and approved.
2. Erin Emmott or any other director or officer of the Corporation (the "**Authorized Signatory**") is authorized and directed, for and on behalf of the Corporation, to finalize, execute and deliver the Third Amendment (Contract RFP-2016-016) with such additions, deletions or other changes as such Authorized Signatory may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Agreement.
3. The Authorized Signatory is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver all such further documents, agreements, authorizations, certificates or other instruments, and to take any and all such further action, including, without limitation, the execution and delivery of any amendments, revisions or supplements to the Third Amendment (Contract RFP-2016-016) as such Authorized Signatory in his or her sole discretion may determine necessary or desirable in connection with the present resolutions, such determination to be conclusively evidenced by such Authorized Signatory's execution and delivery of any such documents, agreements, authorizations, certificates or other instruments and the taking of any such action.
4. These resolutions may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of these resolutions by electronic means shall be equally effective as delivery of a manually executed counterpart hereof and notwithstanding the date of execution shall be deemed to be effective as of May 31, 2022.

IN WITNESS WHEREOF, the undersigned Directors hereby consent to the foregoing resolutions as of May 31, 2022. This resolution may be executed in counterparts, including by electronic signature and transmission. Each such counterpart shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

TELUS Communications (U.S.) Inc.

Certified Resolution

I, Jeffrey Brown, hereby certify that I am a duly appointed Director of TELUS Communications (U.S.) Inc. (the "Corporation").

I hereby certify the following is a true extract of a resolution duly adopted by all of the directors of the Corporation effective May 31, 2022:

1. The entering into by the Corporation of the Third Amendment (Contract RFP-2016-016), substantially in the form of the draft submitted to the directors for review, is authorized and approved.
2. Erin Emmott or any other director or officer of the Corporation (the "Authorized Signatory") is authorized and directed, for and on behalf of the Corporation, to finalize, execute and deliver the Third Amendment (Contract RFP-2016-016) with such additions, deletions or other changes as such Authorized Signatory may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Agreement.
3. The Authorized Signatory is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver all such further documents, agreements, authorizations, certificates or other instruments, and to take any and all such further action, including, without limitation, the execution and delivery of any amendments, revisions or supplements to the Third Amendment (Contract RFP-2016-016) as such Authorized Signatory in his or her sole discretion may determine necessary or desirable in connection with the present resolutions, such determination to be conclusively evidenced by such Authorized Signatory's execution and delivery of any such documents, agreements, authorizations, certificates or other instruments and the taking of any such action."

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date hereof.

Date 5/31/2022

Attest:

DocuSigned by:

Jeffrey Brown

E2CEB3309EF0400...

Jeffrey Brown – Director

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

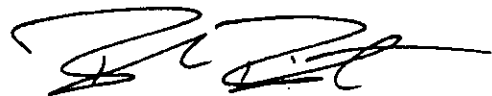
Certificate Holder: To Whom It May Concern	Named Insured and Address: TELUS Corporation and its Subsidiaries 510 Georgia Street West, 8th Floor Vancouver, BC V6B 0M3
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Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Bodily Injury and Property Damage • Personal Injury • Blanket Contractual Liability • Cross Liability • Severability of Interest • Tenants Legal Liability • Non-Owned Automobile • Contingent Employer's Liability • Forest Fire Fighting Expense • Subject to Self-Insured Retention • Broad Form Property Damage	Northbridge General Insurance Corporation	CBC 1949346	Jun 01, 2022 to Jun 01, 2023	Each Occurrence	CDN 5,000,000
				Products & Completed Operations Aggregate	CDN 5,000,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 800 - 550 Burrard Street Vancouver, BC V6C 2K1 Telephone: (604)-4433592 Fax: (604)-6853112 CertificateRequestsVancouver@marsh.com	Marsh Canada Limited  By: _____ Bradley Bisset
--	--



Date: Effective December 1, 2021 and continuous for the period of the contract, lease or agreement

To Whom It May Concern:

Re: **TELUS Insurance Information**

This letter is provided as evidence of property insurance for TELUS Corporation and its subsidiaries and/or associated companies and is in lieu of a certificate of insurance.

The company and its subsidiaries, divisions and partnerships maintain a comprehensive program of large risk retentions (self-insurance) and commercial insurance. It is TELUS' practice to assure that its business interests as well as its obligations under partnerships and/or contracts are protected. Losses that fall within the deductible levels, including those for which TELUS is contractually liable, are covered by the financial resources of TELUS.

If you have any questions, please contact TELUS Risk Management.

Yours truly,

A handwritten signature in black ink, appearing to read 'Jeff Lively'.

Jeff Lively, B.Sc., CIP, CRM
Director, Risk Management
Insurance & Claims
Email: jeff.lively@telus.com



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (j- mmm-aaaa)
TELUS COMMUNICATIONS INC.	10020 100 ST NW FLOOR 6 N, C/O SAIDUR RAHMAN, EDMONTON, AB, T5J0N5, CA	417910: Office and store machinery and equipment merchant wholesalers 517310: Wired and wireless telecommunications carriers (except satellite)	D0000120WQ	20-May-2022 to 19-Aug-2022

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Division of Operations
October 28, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with TELUS Communications (U.S.) INC. (Vendor #318232) of St. John's, NL A1A 4Z9 Canada, by increasing the contract amount by \$177,412.70 from \$364,858.05 to \$542,270.75 for Automatic Vehicle Location System (AVL) services for the Bureau of Turnpikes, Highway Maintenance, and Mechanical Services within the Division of Operations upon approval from Governor and Council through June 30, 2022. 100% Highway Funds

Funds to support this request are available in the following accounts in State FY 2022:

	<u>FY 2022</u>
04-096-960515-3005 Technology Hardware 037-500171	\$57,500.00
04-096-960515-2928 Technology Hardware 037-500171	\$50,000.00
04-096-960515-2928 Maintenance Other Than Building 024-500225	\$48,468.70
04-096-960515-3005 Maintenance Other Than Building 024-500225	\$21,444.00

EXPLANATION

On August 24, 2016, Governor and Council approved the original contract with Blue Ocean Satellite Systems Inc., now TELUS Communications, contract to perform design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System (AVL) to be effective

for a 4-year period through June 30, 2020. The contract also included the option at the sole discretion of the State to extend for up to two 2-year terms up to but not beyond June 30, 2024.

On June 24, 2020, Governor and Council approved Amendment #1 to the Agreement (Contract #2016-016, State Contract #5000971) between the State of New Hampshire Department of Transportation and TELUS Communications (U.S.) Inc. (Vendor# 318232) for installation and operations and maintenance services of our AVL's to be effective through June 30, 2022.

With the approved FY 2022 budget, additional funds were provided to add an additional 128 AVL units to our fleet to include the cost of the units, hardware, installation, website support, and monthly cell data charges for FY 2022. The AVL's consist of a 24/7 web based monitoring software that provides real-time tracking, reports and alerts for Sensor/Input Monitoring, Spreader Control Integration, Geofencing, Engine information, and Navigation. AVL's will allow information to be pass onto the TSMO Bureau to be shown on their video wall displaying their locations and type of operations (plowing, spreading of material with their rate and type of material).

The funding for the TELUS Communications Technology Hardware portion of the contract will cover the following:

- Additional AVL units on 128 Highway Maintenance trucks to track fuel usage, idling and winter maintenance activities.

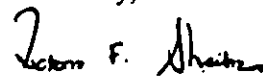
The funding for the TELUS Communications operations and maintenance portion of the contract will cover the following:

- Website support for all 283 vehicles equipped with AVLs.
- Installation fees for 51 vehicles.
- Monthly cell data charges for all 283 vehicles.

The contract has been approved by the Attorney General as to form and execution. Funding for FY 2022 is available. 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: D. Rodrigue, C. Dobbins, J. Corcoran, W. Dusavitch

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/doi

Denis Goulet
Commissioner

August 18, 2021

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 enter into a contract amendment with TELUS Communications (U.S.) Inc. as described below and referenced as DoIT No. 20016-016B.

This is a request to amend a contract with TELUS Communications for additional Automatic Vehicle Location (AVL) units, including the cost of hardware, operation and maintenance and training.

The Price Limitation will increase by \$177,412.70 from \$364,858.05 to \$542,270.75, effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2016-016B

cc: Charles Burns, DoIT - IT Lead

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 2

SECOND CONTRACT AMENDMENT

This Second Contract Amendment ("Second Amendment") is entered into by and between the State of New Hampshire, acting by and through the Department of Transportation (hereinafter referred to as the "Department" or "NHDOT"), and TELUS Communications (U.S.) Inc. (Vendor# 318232) (hereinafter referred to as "Vendor" or "TELUS Communications"), collectively referred to as ("the Parties").

WHEREAS, pursuant to an Agreement approved by Governor and Council on August 24, 2016, Item #25 (herein after referred to as the "Agreement"), Blue Ocean Satellite Systems Inc. agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department agreed to manage the maintenance services for the Automatic Vehicle Location System (AVL);

WHEREAS, pursuant to Provision 18.7 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 #1 to the Agreement (Contract #2016-016, State Contract #5000971) between the State of New Hampshire Department of Transportation and TELUS Communications (U.S.) Inc. (Vendor# 318232) on June 24, 2020 Item #48, to be effective through June 30, 2022.

WHEREAS, TELUS Communications and the Department have agreed to amend the Agreement:

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. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$364,858.05 and adding a new price limitation of \$542,270.75

2. Section 2.2 Non-Exclusive Not to Exceed Contract of the General Provisions, 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 \$542,270.75.

3. Under Exhibit B Price and Payment Schedule of the agreement is hereby amended as follows:

1. Under Section 1 Payment Schedule, Section 1.1 Not to Exceed, replace the paragraph as follows:

Contractor Initial all pages
Date 10/25/2021

Contract Amendment 2 Extension
Page 1 of 5

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 2

This is a Not to Exceed (NTE) with a maximum contract value of \$542,270.75 for the period between the Effective Date through June 30, 2022. TELUS Communications shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow TELUS Communications to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

2. Under section 1.2 Cost Summary Detail replace FY22 column with the following tables:

2.1 Table 1.2 Cost Summary Details

Description	FY 22	(Contract Item Total)
Maintenance	\$101,991.70	\$101,991.70
Training	\$1,500.00	\$1,500.00
New Units & Materials	\$107,500.00	\$107,500.00
FY Total Operational Costs	\$210,991.70	\$210,991.70
TOTAL CONTRACT PRICE	\$210,991.70	\$210,991.70

2.2 Table 1.2.3 Maintenance Cost

Description	# of Units	FY 22	(Contract Item Total)
Highway Maintenance	114	\$61,000	\$61,000
Turnpikes	59	\$12,665.70	\$12,665.70
Mechanical Services	112	\$28,326	\$28,326
Sub - Total Maintenance Cost		\$101,991.70	
Total Maintenance Cost			\$101,991.70

Contractor Initial all pages
 Date 10/25/2021

Contract Amendment 2 Extension
 Page 2 of 5

**STATE OF NEW HAMPSHIRE
 Department of Transportation
 Bureau of Turnpikes
 RFP 2016-016
 Automatic Vehicle Location System (AVL)
 CONTRACT AMENDMENT 2**

2.4 Table 1.2.5 New units, install, and Material cost

Description	FY/ZZ	Contract Item/Total
Highway Maintenance	\$50,000	\$50,000
Turnpikes	\$0.00	\$0.00
Mechanical Services	\$57,500	\$57,500
Sub - Total Maintenance Cost	\$107,500.00	
Total Maintenance Cost		\$107,500.00

4. Under Exhibit B, Section 2 Contract Price, the paragraph shall be replaced as follows:

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 \$542,270.75 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to TELUS Communications for all fees and expenses, of whatever nature, incurred by TELUS Communications in the performance hereof.

Contractor Initial all pages
 Date 10/23/2021

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STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP-2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 2

5. RFP 2016-016 - Automatic Vehicle Location System (AVL) Contract Descriptions:

Contract and Amendment Number	Amendment Type	Effective Date	Contract Amount
RFP 2016-016	Original Contract	July 1, 2016 through June 30, 2020	\$270,072.66
RFP 2016-016 Amendment #1	Amendment 01	July 1, 2020 through June 30, 2022	\$94,785.39
RFP 2016-016 Amendment #2	Amendment 02	Upon approve of G&C through June 30, 2022	\$177,412.70
Contract Total			\$542,270.75

Contractor Initial all pages
 Date 10/25/2021

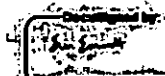
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 [Signature]

Contract Amendment 2 Extension
 Page 4 of 5

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 2

16. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Amendment 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.


Date: 10/25/2021
Erin Emmott, President
TELUS Communications (U.S.) Inc.

Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____


On this the _____ day of _____, 2021, 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:

(SEAL)


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

Date: 11/3/21


Jill Perlow

Date: 11/22/2021

Approval by Attorney General's Office


DEPUTY SECRETARY OF STATE
Approval by the Governor and Council

DEC 08 2021

State of New Hampshire
Department of State

OFFICE OF SECRETARY OF STATE
CERTIFIED COPY

I, David M. Scanlan, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of BUSINESS FORMATION(04/22/2020) as a Delaware Profit Corporation of TELUS COMMUNICATIONS (U.S.) INC. as filed in this office and held in the custody of the Secretary of State. Documents may be subject to redactions according to New Hampshire RSA 91A.

Business ID: 840933

Certificate Number: 5447026



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of September A.D. 2021.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Deputy Secretary of State

TELUS COMMUNICATIONS (U.S.) INC.
(a Delaware Corporation)
**UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF
THE BOARD OF DIRECTORS**

Pursuant to the provisions of Section 141 of the Delaware General Corporation Law, the undersigned, being all the directors (the "Directors") of TELUS Communications (U.S.) Inc., a Delaware corporation (the "Corporation"), hereby adopt the following resolutions in lieu of holding a meeting of the Board of Directors (the "Board"), as of October 21, 2021 and hereby direct that this written consent be filed in the records book of the Corporation.

WHEREAS the Corporation wishes to enter into a second contract amendment agreement (the "Second Amendment (Contract RFP-2016-016)") with the State of New Hampshire, acting by and through the Department of Transportation, which would amend an Agreement approved by Governor and Council (State of New Hampshire) on August 24, 2016 pertaining to RFP 2016-016, Automatic Vehicle Location System (AVL), to reflect certain amendments as set forth therein.

BE IT RESOLVED THAT:

1. The entering into by the Corporation of the Second Amendment (Contract RFP-2016-016), substantially in the form of the draft submitted to the directors for review, is authorized and approved.
2. Erin Emmott or any other director or officer of the Corporation (the "Authorized Signatory") is authorized and directed, for and on behalf of the Corporation, to finalize, execute and deliver the Second Amendment (Contract RFP-2016-016) with such additions, deletions or other changes as such Authorized Signatory may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Agreement.
3. The Authorized Signatory is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver all such further documents, agreements, authorizations, certificates or other instruments, and to take any and all such further action, including, without limitation, the execution and delivery of any amendments, revisions or supplements to the Second Amendment (Contract RFP-2016-016) as such Authorized Signatory in his or her sole discretion may determine necessary or desirable in connection with the present resolutions; such determination to be conclusively evidenced by such Authorized Signatory's execution and delivery of any such documents, agreements, authorizations, certificates or other instruments and the taking of any such action.
4. These resolutions may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of these resolutions by electronic means shall be equally effective as delivery of a manually executed counterpart hereof and notwithstanding the date of execution shall be deemed to be effective as of October 21, 2021.

IN WITNESS WHEREOF, the undersigned Directors hereby consent to the foregoing resolutions as of the October 21, 2021. This resolution may be executed in counterparts, including by electronic signature and transmission. Each such counterpart shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

DocuSigned by:
Erin Emmott
A0C3008FC00741A
ERIN EMMOTT

DocuSigned by:
Jeffrey Brown
E2C831927D4D
JEFFREY BROWN

TELUS Communications (U.S.) Inc.

Certified Resolution

I, Jeffrey Brown, hereby certify that I am a duly appointed Director of TELUS Communications (U.S.) Inc. (the "Corporation").

I hereby certify the following is a true extract of a resolution duly adopted by all of the directors of the Corporation effective October 21, 2021:

1. The entering into by the Corporation of the Second Amendment (Contract RFP-2016-016), substantially in the form of the draft submitted to the directors for review, is authorized and approved.
2. Erin Emmott or any other director or officer of the Corporation (the "Authorized Signatory") is authorized and directed, for and on behalf of the Corporation, to finalize, execute and deliver the Second Amendment (Contract RFP-2016-016) with such additions, deletions or other changes as such Authorized Signatory may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Agreement.
3. The Authorized Signatory is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver all such further documents, agreements, authorizations, certificates or other instruments, and to take any and all such further action, including, without limitation, the execution and delivery of any amendments, revisions or supplements to the Second Amendment (Contract RFP-2016-016) as such Authorized Signatory in his or her sole discretion may determine necessary or desirable in connection with the present resolutions, such determination to be conclusively evidenced by such Authorized Signatory's execution and delivery of any such documents, agreements, authorizations, certificates or other instruments and the taking of any such action."

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date hereof.

Date 10/22/2021

Attest:

Designated by:

Jeffrey Brown

Jeffrey Brown – Director



Certificate of Insurance

No.: TEL-2021-19

Dated: May 27, 2021

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

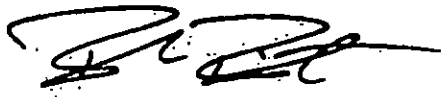
Certificate Holder: To Whom It May Concern	Named Insured and Address: TELUS Corporation and its Subsidiaries 510 Georgia Street West, 8th Floor Vancouver, BC V6B 0M3
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Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Bodily Injury and Property Damage • Personal Injury • Blanket Contractual Liability • Cross Liability • Severability of Interests • Tenants Legal Liability • Non-Owned Automobile • Contingent Employer's Liability • Forest Fire Fighting Expense • Subject to Self-Insured Retention • Broad Form Property Damage	Northbridge General Insurance Corporation	CBC1949346	Jun 01, 2021 to Jun 01, 2022	Each Occurrence	CDN 5,000,000
				Products & Completed Operations Aggregate	CDN 5,000,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 800 - 550 Burrard Street Vancouver, BC V6C 2K1 Telephone: (604)-4433592 Fax: (604)-6853112 CertificateRequestsVancouver@marsh.com	Marsh Canada Limited  By: _____ Bradley Bisset
--	--



Date: Effective December 1, 2019 and continuous for the period of the contract, lease or agreement

To Whom It May Concern:

Re: TELUS Insurance Information

This letter is provided as evidence of property insurance for TELUS Corporation and its subsidiaries and/or associated companies and is in lieu of a certificate of insurance.

The company and its subsidiaries, divisions and partnerships maintain a comprehensive program of large risk retentions (self-insurance) and commercial insurance. It is TELUS' practice to assure that its business interests as well as its obligations under partnerships and/or contracts are protected. Losses that fall within the deductible levels, including those for which TELUS is contractually liable, are covered by the financial resources of TELUS.

If you have any questions, please contact TELUS Risk Management.

Yours truly,

A handwritten signature in black ink, appearing to read 'Jeff Lively'.

Jeff Lively, B.Sc., CIP, CRM
Director, Risk Management
Insurance & Claims
Email: jeff.lively@telus.com



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation (commerciale de l'entrepreneur)	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj- mmm-aaaa)
TELUS TECHNOLOGY SOLUTIONS INC.	100-10020 100 ST NW, ATTN: SAIDUR RAHMAN, EDMONTON, AB, T5J0N5, CA	541514: Computer systems design and related services (except video game design and development)	A0000HM9MT	20-Aug-2021 to 19-Nov-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Turnpikes
June 5, 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 a contract renewal option with TELUS Communications (U.S.) (Vendor #318232) of St. John's, NL A1A 4Z9 Canada for the first of two-2-year contract extensions for Automatic Vehicle Location System (AVL) services for the Bureaus of Turnpikes, Highway Maintenance, and Mechanical Services within the Division of Operations, in an amount not to exceed \$94,785.39 beginning on July 1, 2020 through June 30, 2022. This contract amendment increases the original contract from \$270,072.66 to \$364,858.05. The original contract was approved by Governor and Council on August 24, 2016, Item #25. Subject to Governor and Council approval. 36% Turnpikes Funds, 64% Highway Funds

Funds to support this request are available in the following accounts in State FY 2020 and State FY 2021 and is anticipated to be available in State FY 2022, 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:

Funding	FY 2020	FY 2021	FY 2022
04-096-961017-7027 Central Maintenance 037-500171 Technology Hardware	\$0.00	\$1,056.66	\$0.00
04-096-961017-7032 Blue Star Maintenance 037-500171 Technology Hardware	\$0.00	\$352.22	\$0.00
04-096-961017-7037 Spaulding Maintenance 037-500171 Technology Hardware	\$0.00	\$704.44	\$0.00
04-096-960515-3005 Mechanical Services 037-500171 Technology Hardware	\$9,492.50	\$3,522.20	\$0.00

04-096-96107-7022 Turnpike Administration 066-500555 Employee Training	\$0.00	\$1,500.00	\$1,500.00
04-096-961017-7027 Central Maintenance 024-500225 Maintenance Other Than Building	\$0.00	\$7,420.33	\$5,574.96
04-096-961017-7032 Blue Star Maintenance 024-500225 Maintenance Other Than Building	\$0.00	\$3,733.17	\$3,314.10
04-096-961017-7037 Spaulding Maintenance 024-500225 Maintenance Other Than Building	\$0.00	\$5,202.94	\$3,776.64
04-096-960515-2928 Winter Maintenance 024-500225 Maintenance Other Than Building	\$0.00	\$20,502.93	\$12,531.30
04-096-960515-3005 Mechanical Services 024-500225 Maintenance Other Than Building	\$837.00	\$6,882.00	\$6,882.00
Fiscal Year Totals	\$10,329.50	\$50,876.89	\$33,579.00
Contract Total			\$94,785.39

EXPLANATION

On August 24, 2016, Governor and Council approved the original contract with Blue Ocean Satellite Systems Inc., now TELUS Communications, contract to perform design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System (AVL) to be effective for a 4-year period through June 30, 2020. The contract also included the option at the sole discretion of the State to extend for up to two 2-year terms up to but not beyond June 30, 2024.

The above referenced contract involves engaging TELUS Communications under a 2-year contract extension to perform the installation and maintenance services for Automatic Vehicle Location System (AVL). The original request specifically addresses the procurement of the TELUS Communications and the related maintenance services under a Request for Proposals (RFP 2016-016).

This request is for a two-year continuation of TELUS Communications maintenance contract for the AVL system covering FY 2021 and FY 2022. This is the first of two 2-year extensions that was included in the original contract.

The funding for the TELUS Communications Technology Hardware portion of the contract will cover the following:

- Additional AVL units for Turnpikes 6 Patrol Foreman pickups to track location.

- Additional AVL units on 37 Highway Maintenance dump trucks to track fuel usage and idling as required by the Volkswagen Environmental Mitigation Trust Funds that partially funded the purchase of these trucks.

The funding for the TELUS Communications operations and maintenance portion of the contract will cover the following:

- Website support for all 153 vehicles equipped with AVLS.
- Installation fees for eight vehicles.
- New wires and cables for 19 vehicles to be reinstalled.
- Monthly cell data charges for all 153 vehicles.

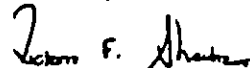
The funding for the TELUS Communications Employee Training will cover the following:

- On-site training for employees once a year during the terms of the 2-year extension.

The contract has been approved by the Attorney General as to form and execution. Funding for 2020 and 2021 is available and 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,



Victoria F. Sheehan
Commissioner

Attachments

cc: D. Rodrigue, C. Dobbins, J. Corcoran, W. Dusavitch



**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 14, 2020

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 enter into a contract amendment with TELUS Communications (U.S.) Inc. as described below and referenced as DoIT No. 20016-016A.

This is a request for approval to enter into a contract amendment for the continuation of the Automatic Vehicle Location (AVL) system. Contract ownership is changing from Blue Ocean Satellite Systems, Inc., to TELUS Communications (U.S.) Inc. This amendment will also provide for website support for all vehicles equipped with AVLs, installation for several vehicles, and monthly data charges for all vehicles.

The contract amendment increases the contract price by \$94,785.39 from \$270,072.66 to \$364,858.05, and extends the completion date from June 30, 2020 to June 30, 2022, effective upon the date of Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/fk/ck
RID # N/A
DoIT #2016-016A

cc: Charles Burns, DoIT - IT Lead

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

FIRST CONTRACT AMENDMENT

This First Contract Amendment ("First Amendment") is entered into by and between the State of New Hampshire, acting by and through the Department of Transportation (hereinafter referred to as the "Department" or "NH DOT"), and TELUS Communications (U.S.) Inc. (Vendor# 318232) (hereinafter referred to as "Vendor" or "TELUS Communications"), collectively referred to as ("the Parties").

WHEREAS, pursuant to an Agreement approved by Governor and Council on August 24, 2016. (herein after referred to as the "Agreement"), Blue Ocean Satellite Systems Inc. agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department agreed to manage the maintenance services for the Automatic Vehicle Location System (AVL).

WHEREAS, pursuant to an Assignment Agreement between Blue Ocean Satellite Systems Inc. and TELUS Communications, Blue Ocean Satellite Systems Inc. assigns all of its right, interest and responsibilities in the Agreement to TELUS Communications;

WHEREAS, pursuant to Provision 18.7 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, TELUS Communications and the Department have agreed to amend the Agreement:

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 is an increase in original contract, update new ownership, and for a two (2) year extension for State Fiscal Years: 2021 and 2022 for maintenance service for the Automatic Vehicle Location System (AVL) extension.
- b. On Form P-37, amend Section 1.3 of the General Provision of the Agreement by deleting the current Contract Name of Blue Ocean Satellite Systems Inc. and adding an updated contractor name of TELUS Communications (U.S.) Inc.
- c. On Form P-37, amend Section 1.4 of the General Provisions of the Agreement by deleting the current Contractor Address of 67 Majors Path, Suite 101, St. John's, NL A1A 4Z9 Canada and adding an updated address of c/o CT Corporation, 1209 Orange Street, Wilmington, DE 19801
- a. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2020 and adding a new completion date of June 30, 2022.
- b. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$270,072.66 and adding a new price limitation of \$364,858.05

Contractor Initial all pages
Date 6/8/2020

EE

Contract Amendment I Extension
Page 1 of 17

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 1

2. Section 2.2 Non-Exclusive Not to Exceed Contract of the General Provisions, 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 \$364,858.05.

3. Under Section 3.0 Contract Management of the agreement, 3.1 Blue Ocean Satellite Systems Inc. Contract Manager shall be amended as follows:

Mark Gillingham
TELUS Communications
Tel: (709) 737-2583 x34
Mobile: (709) 699-8709
Email: mark.gillingham@skyhawk.co

4. Under Section 3.0 Contract Management of the agreement, 3.2.5 Blue Ocean Satellite Systems Inc. Project Manager shall be amended as follows:

Krista Schmidt
TELUS Communications
238 Torbay Road, First Floor
St. John's, NL, Canada A1A 2H4
Tel: (709) 737-2583 x41 Mobile: 647-231-1703
Email: krista.schmidt@skyhawk.co

5. Under Section 3.0 Contract Management of the agreement, 3.3.3.1 Blue Ocean Satellite System Inc. Key Project Staff shall be amended as follows:

Key Member(s)	Title
Mark Gillingham	Account Manager
Krista Schmidt	Project Manager
Mark Callahan	Subject Matter Expert – Software
Derrick Dunne	Subject Matter Expert - Hardware
Sean Hogan	Subject Matter Expert – Systems Architect

6. Under Section 3.0 Contract Management, 3.5 State Project Manager of the agreement shall be amended as follows:

David Gray
Department of Transportation
Bureau of Turnpikes
Office: 603-485-6241
Cell: 603-419-9017
David.Gray@dot.nh.gov

Contractor Initial all pages
Date 6/8/2020

Contract Amendment 1 Extension
Page 2 of 17

STATE OF NEW HAMPSHIRE
 Department of Transportation
 Bureau of Turnpikes
 RFP 2016-016
 Automatic Vehicle Location System (AVL)
 CONTRACT AMENDMENT 1

7. Under Section 16 Assignment, Delegation and Subcontracts of the agreement the following section 16.4 shall be added:

16.4 Assignment and Assumption Agreement Contract # RFP 2016-016 with TELUS Communications.

This section is referenced as Attachment E and incorporated into the contract.

8. Under Section 17 Dispute Resolution, Disputed Resolution Responsibility and Schedule Table of the Agreement shall be replaced as follows:

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Krista Schmidt TELUS Communications (U.S.) Inc. Project Manager (PM)	David Gray State Project Manager (PM)	5 Business Days
First	Mark Gillingham TELUS Communications (U.S.) Inc. Account Manager	John Corcoran Turnpikes Administrator	10 Business Days
Second	Paul Anderson TELUS Communications (U.S.) Inc. Project Principal	Dave Rodrigue Director of Operations	15 Business Days

9. Under Section 18 General Provisions, 18.26 Notices of the agreement shall be replaced as follows:

TELUS Communications (U.S.)
 Inc.
 c/o CT Corporation
 1209 Orange Street
 Wilmington, DE 19801
 c/o CT Corporation

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF TURNPIKES
 PO BOX 2950
 CONCORD NH 03302-2950
 TEL: (603) 485-3806

Contractor Initial all pages
 Date 6/8/2020

Contract Amendment 1 Extension
 Page 3 of 17

STATE OF NEW HAMPSHIRE
 Department of Transportation
 Bureau of Turnplkes
 RFP 2016-016
 Automatic Vehicle Location System (AVL)
 CONTRACT AMENDMENT I

10. Under Exhibit B Price and Payment Schedule of the agreement is hereby amended as follows:

1. Under Section I Payment Schedule, Section I.1 Not to Exceed, replace the paragraph as follows:

This is a Not to Exceed (NTE) with a maximum contract value of \$364,858.05 for the period between the Effective Date through June 30, 2022. TELUS Communications shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow TELUS Communications to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

2. Under 1.2 Cost Summary Detail add the following tables:

2.1 Table 1.2 Cost Summary Details

Description	FY 20	FY 21	FY 22	Contract Item Total
Maintenance	\$837.00	\$32,079.00	\$32,079.00	\$64,995.00
Training	\$0.00	\$1,500.00	\$1,500.00	\$3,000.00
New Units & Materials	\$9,492.50	\$17,297.89	\$0.00	\$26,790.39
FY Total Operational Costs	\$10,329.50	\$50,876.89	\$33,579.00	
TOTAL CONTRACT PRICE				\$94,785.39

Contractor Initial all pages EE
 Date 6/8/2020

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT I

2.2 Table 1.2.3 Maintenance Cost

Description	# of Units	FY20	FY 21	FY 22	Contract Item Total
Highway Maintenance	61		\$12,531.30	\$12,531.30	\$25,062.60
Turnpikes	55		\$12,665.70	\$12,665.70	\$25,331.40
Mechanical Services	37	\$837.00	\$6,882.00	\$6,882.00	\$14,601.00
Sub - Total Maintenance Cost		\$837.00	\$32,079.00	\$32,079.00	
Total Maintenance Cost					\$64,995.00

2.3 Table 1.2.4 Training

Description	FY21	FY22	Contract Item Total
Per Day On Site	\$1,500.00	\$1,500.00	\$3,000.00
Webinar	Free	Free	\$0.00
Total			\$3,000.00
Cost does not include travel and accommodations, billed at cost			

2.4 Table 1.2.5 New units, Install, and Material cost

Description	FY20	FY 21	FY 22	Contract Item Total
Highway Maintenance	\$0.00	\$7,971.63	\$0.00	\$7,971.63
Turnpikes	\$0.00	\$5,804.06	\$0.00	\$5,804.06
Mechanical Services	\$9,492.50	\$3,522.20	\$0.00	\$13,014.70
Sub - Total Maintenance Cost	\$9,492.50	\$17,297.89	\$0.00	
Total New units and material cost				\$26,790.39

Contractor Initial all pages
 Date 6/8/2020

08
 EE

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-016
Automatic Vehicle Location System (AVL)
CONTRACT AMENDMENT 1

2.5 Table 1.3 Parts List Cost

Part #	Item Description	FY 21/22 Price
	Cypress Solutions Telematics Basic Kit	
	Cypress Solutions Modems	
SH-M2M-001	Chameleon CTM-200 Modem for US Cellular	\$777.78
SH-PWR-001	CTM-200 Power Cable	\$19.17
SH-CSE-001	Protective/Tamper Proof Case	\$34.37
	Cypress Modem Antennas + Accessories	
SH-ANT-001	GPS/Cell Windshield Mount Antenna	\$32.85
SH-ANT-004	WIFI/WPAN Windshield Mount Antenna	\$15.84
SH-SCC-020	CTM-200 modem Programming Cable	\$29.48
	Replacement Components	
SH-MNT-002	Elastomer CTM-200 Mounting Bracket	\$25.56
SH-ANT-002-PAC	Windshield Antenna Adhesive Pad (pack of 10)	\$41.48
SH-ANT-002	Windshield Antenna Adhesive Pad (each)	\$4.15
	Cypress Modem ECM Cables	
SH-ECM-004-K	J-1939 Cable Kit Type 2 (Y-Cable with ECM Data CAN-Cable)	\$37.14
SH-ECM-002-K	OBDII Cable Kit (Y-Cable with ECM Data CAN-Cable)	\$7.14
	Replacement Components	
SH-ECM-004	J-1939 Y-Cable Type 2	\$37.04
SH-ECM-002	OBDII Y-Cable	\$37.04
SH-ECM-003	ECM Data CAN-Cable	\$29.63
	Cypress Modem IO Connector Components	
SH-SEN-011-K	GPIO Kit (4 Wire 15 Ft. Input Cable with 2 1x9 GPIO Blocks)	\$25.57
	Replacement Components	
SH-IO5-002	GPIO Block 1x9 Inputs (each)	\$10.22
SH-SEN-011	4 Wire 15 Ft. Input Cable	\$8.71
	Cypress Modem DriverID	
SH-SEN-004-I	I-Button Reader Assembly (includes Reader, Buzzer, 4-wire)	\$30.93
MMS-200-IBK	iButton Key with Fob	\$7.31
SH-SEN-005	HID Card Reader Assembly (includes Card Reader, 4-wire, Buzzer)	\$117.27
SH-SEN-007	HID Driver ID Card	\$4.44
	Installation Components	
SH-CON-KIT	Universal Fuse Kit (includes 2 inline, 2 ATC, 2 ATM, 2 ATR Add-a-Circuits, 2 ATC, 2 ATM, 2 ATR 5A fuses, 4 14-16AWG butt splice connectors, 3 ground ring terminals, 1x1" TEK screw)	\$21.54
SH-CON-006-K	Inline Fuse Kit (includes 2 inline, 2 ATC 5A fuses, 4 14-16AWG butt splice connectors, 3 ground ring terminals, 1x1/2" TEK screw)	\$8.88

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SH-CON-004-K	ATC Fuse Kit (includes 2 ATC Add-a-Circuits, 2 ATC 5A fuses, 1 ground ring terminal, 1x 1/2" TEK screw)	\$8.88
SH-CON-001-K	ATM Fuse Kit (includes 2 ATM Add-a-Circuits, 2 ATM 5A fuses, 1 ground ring terminal, 1x 1/2" TEK screw)	\$8.88
SH-CON-008-K	ATR Fuse Kit (includes 2 ATR Add-a-Circuits, 2 ATR 5A fuses, 1 ground ring terminal, 1x 1/2" TEK screw)	\$8.88
	Replacement Components	
SH-CON-001	DC Power Add-a-Circuit ATM (mini) (pack of 10)	\$39.58
SH-CON-002	DC Power 5 Amp Fuses (ATM) (pack of 10)	\$1.88
SH-CON-003	DC Power Ground Ring Terminal (14-16AWG) (pack of 10)	\$0.83
SH-CON-004	DC Power Add-a-Circuit (ATC/ATO) (pack of 10)	\$39.58
SH-CON-005	DC Power 5 Amp Fuses (ATC) (pack of 10)	\$2.60
SH-CON-006	Inline Fuse Holder (ATC) (pack of 10)	\$20.42
SH-CON-008	DC Power Add-a-Circuit ATR (ATM Micro) (pack of 10)	\$39.58
SH-CON-009	DC Power 5 Amp Fuses (ATR) (pack of 10)	\$5.21
SH-CON-011	Bull Splice connectors (14-16AWG) with heat shrink, low temp solder (pack of 10)	\$5.00
	Cabling, Sensors + Accessories	
SH-SCC-008	CAT5e Ethernet Cable 15ft RJ45	\$7.07
SH-SCC-KIT	Universal Spreader Cable Kit (Cirrus, CS230AC, CS550, Jockey-John, Epoxy, Flex 4, Force America S100, Schmidt)	\$21.41
SH-SCC-001	CS440 Spreader Cable (remove pin B)	\$31.24
SH-SCC-002	CS550 Cable	\$95.00
SH-SCC-002-ALT	CS550 cable, part # 98740008	\$120.00
SH-SEN-015	Hydraulic Pressure Sensor Kit (Includes 3000psi sensor, hydraulic fitting, 30' SJEOOW 2-wire cable, inline ATC fuse holder, ATC fuse, 2x 14-16AWG butt splice connectors)	\$218.90
SH-SEN-001-K	Plow Blade Proximity Sensor Kit (contains Sensor, 30' LED cable, mounting bracket, 3 butt splice connectors 14-16AWG)	\$64.99
SH-SEN-015-4-K	3 Way Weather Pack with Caps and Straps	\$10.00
	Replacement Components	
SH-SEN-001	Plow Blade Proximity Sensor	\$50.98
SH-SEN-002	Plow Blade Sensor Cable 10-M w/LED	\$21.96
SH-SEN-010	Mounting Bracket RT-ANG for 30 mm Sensors	\$3.92
	ATrack Hardware	
	AK11	
AK1-080-KIT-PIJJ	AK11 Kit (power I/O harness, fuse kit, loom, ORD2 ecm cable)	\$315.00
AK1-J19-KIT-PIJU	AK11 Kit (power I/O harness, fuse kit, loom, J1939 ecm cable)	\$315.00
SH-M2M-022	ATrack AK11 4G/LTE Modem with WiFi, Bluetooth and Backup Battery	\$240.00
SH-M2M-022-UBD	OBDII Y-Cable for AK11	\$17.50
SH-M2M-022-J19	J1939 Y-Cable for AK11	\$37.50

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SH-ANT-001	GPS/Cell Windshield Mount Antenna	\$32.85
AVL-ATR-ANT	ATrack GPS Antenna	\$17.50
AVL-ATR-SPR	ATrack SSI Kit (Includes SSI Universal Controller Interpreter and Serial Cable Connection to AK11)	\$107.50
SH-CSF-001	Protective/Tamper Proof Case	\$34.37
AVL-AK1-HPS	Power IO Harness	\$7.50
	AX11	
SKY-AVL-AX1	ATrack AX11 ODBII Vehicle Modem w/Backup battery and Bluetooth 4.1 Module pre-installed	\$132.50
AVL-ODB-CAB	ODBII Y-Split Plug in Cable (6ft)	\$17.50
AVL-J19-ODB	J1939 Cable for AX11	\$27.50
	AI.11	
ALI-HPS-KIT	ATrack AI.11 4G/LTE GPS Waterproof Vehicle Tracker Kit (includes power/IO cable (3 input), internal antenna, 900mAh LiPo battery, fuse kit, 2 relays)	\$177.50
AVL-REL-121	Relays	\$10.00
	AS11	
AST-AS1-KIT	ATrack AS11 with Mount and Protective Case	\$212.50
SKY-AVL-AS1	AS11 LTE Asset Tracker, II#68 Rator	\$170.00
AVL-AS1-MNT	AS11 Mount	\$10.00
	NimbleLink	
SKY-AST-AT2	NimbleLink AT2	\$137.50
	Satellite Tracking Devices & Services	
SH-M2M-006	SkyHawk SmartOne Satellite Tag (Includes Batteries - 4xAA (Lithium))	\$188.24
SH-PWR-002	SkyHawk SmartOne 17ft Power/IO Cable	\$39.22
MMS-100-SMC	SkyHawk SmartOne 6ft Power/IO Cable	\$32.68
SH-GST-002	SkyHawk SmartOne - Network Activation (One time fee per unit)	\$50.00
SH-GST-004	Satellite Data Plan - VAR PLAN I (Monthly fee/unit - Additional Msgs = \$0.20)	\$3.75
SH-GST-005	Satellite Data Plan - 100 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$12.50
SH-GST-006	Satellite Data Plan - 200 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$17.50
SH-GST-007	Satellite Data Plan - 400 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$31.25
SH-GST-008	Satellite Data Plan - 800 MSG PLAN (Monthly fee/unit - Additional Msgs = \$0.20)	\$50.00
SH-GST-009	Satellite Data Plan - 100 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$13.75
SH-GST-010	Satellite Data Plan - 200 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$19.25
SH-GST-011	Satellite Data Plan - 400 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$34.50
SH-GST-012	Satellite Data Plan - 800 Message Plan Pooled (Monthly fee/unit - Additional Msgs = \$0.15)	\$55.00

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Software		
SH-WEB-USA	SkyHawk - ConnectAnywhere (AVL) - Monthly fee per vehicle	\$21.50
SKY-WEB-LIT	SkyHawk - ConnectAnywhere Lite Monthly Access Fee	\$12.00
SH-WEB-002	SkyHawk - Connect Anywhere (Asset) - Monthly fee per asset (Sat tag) includes satellite airtime suspension	\$5.00
SH-WEB-003	SkyHawk - Connect Anywhere (AVL) - Monthly Suspension Fee per vehicle, includes cellular airtime suspension (up to 6mo)	\$5.00
SH-PUB-001	SkyHawk - Connect Anywhere (AVL) - Monthly Public Access Fee per vehicle or asset	\$5.00
US Cellular Data Plans		
SH-USC-001	US Cellular 10 MB Pooled Plan-Monthly Fee per Vehicle	\$8.79
SH-USC-002	US Cellular 25 MB Pooled Plan-Monthly Fee per Vehicle	\$9.59
SH-USC-003	US Cellular 50 MB Pooled Plan-Monthly Fee per	\$13.93
SH-USC-004	US Cellular 250 MB Pooled Plan-Monthly Fee per Vehicle	\$17.99
SH-USC-005	US Cellular 1 GB Pooled Plan-Monthly Fee per Vehicle	\$20.69
SH-USC-006	US Cellular 3 GB Pooled Plan-Monthly Fee per Vehicle	\$35.99
AT&T Data Plans		
SKY-ATT-1MB	AT&T 1 MB Pooled Plan-Monthly Fee per Vehicle	\$0.90
SKY-ATT-5MB	AT&T 5 MB Pooled Plan-Monthly Fee per Vehicle	\$2.50
SKY-ATT-10M	AT&T 10MB Pooled Plan-Monthly Fee per Vehicle	\$3.50
SKY-ATT-20M	AT&T 20MB Pooled Plan-Monthly Fee per Vehicle	\$3.75
SKY-ATT-25M	AT&T 25MB Pooled Plan-Monthly Fee per Vehicle	\$5.00
SKY-ATT-30M	AT&T 30MB Pooled Plan-Monthly Fee per Vehicle	\$6.00
SKY-ATT-75M	AT&T 75MB Pooled Plan-Monthly Fee per Vehicle	\$6.00
SKY-ATT-100	AT&T 100MB Pooled Plan-Monthly Fee per Vehicle	\$7.50
SKY-ATT-300	AT&T 300MB Pooled Plan-Monthly Fee per Vehicle	\$8.50
SKY-ATT-1GB	AT&T 1GB Pooled Plan-Monthly Fee per Vehicle	\$10.00
SKY-ATT-2GB	AT&T 2GB Pooled Plan-Monthly Fee per Vehicle	\$30.00
SKY-ATT-5GB	AT&T 5GB Pooled Plan-Monthly Fee per Vehicle	\$50.00

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2.6 Table 1.4 Blue Ocean Satellite Systems Inc. Labor Rate

ITEM	STAFF POSITION	FY21	FY22
1	Installation Technician	\$100.00/hr	\$100.00/hr
2	System Developer	\$120.00/hr	\$120.00/hr
3	Project Manager	\$100.00/hr	\$100.00/hr

2.7 New Table 1.5 Installation and Removal Cost:

Hardware Installation Cost (Labor)	FY21 Price	Comments
CTM-200		
Plow truck with protective case, cell/GPS antenna, WiFi antenna, front plow proximity sensor, spreader (CS440 or CSS50), weather pack	\$375.00	* NHDOT is responsible for welding on the proximity sensor bracket. Price excludes the sensor to detect plow blade on/off.
Pickup without inputs (protective case, cell/GPS antenna, WiFi antenna)	\$215.00	
Pavement Marking Truck (protective case, cell/GPS antenna, WiFi antenna)		No price at this time due to incomplete installation requirements
AK11 with SSI Box		

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Plow truck with antenna, front plow proximity sensor and spreader (CS440 or CS550), weather pack	\$375.00	* NHDOT is responsible for welding on the proximity sensor bracket. Price excludes the sensor to detective plow blade on/off).
AK11		
Pickup (3-wire installation, under-dash mount)	\$180.00	
Sweeper (3-wire installation, protective case, antenna, non-computerized sweeper, 3 brooms and proximity sensor for hopper)	\$525.00	
Catch Basin Truck (3-wire installation, protective case, antenna, Sucking, Dump)	\$455.00	
AX11		
AX11 installed with OBDII or J1939 Y-Split Cable	\$75.00	
AL11		
AL11 installed in Mower (3-wire installation, main deck)	\$255.00	
AS11		
AS11 (3-wire installation, mount and protective Case)	\$125.00	
CTM or ATrack Add-On's Installation Options*		* Price is valid when combining with a planned installation. Installation to be priced by the hour if adding to pre-installed vehicle.
ECM Connections (OBDII or J1939)	\$50.00	
Input (internal connection such as beacon light or PTO, excludes plow inputs)	\$75.00	
Weather Pack	\$50.00	

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Protective Case	\$50.00	
Plow Blade up/down using proximity sensor	\$120.00	
Plow Blade detection for on/off	\$85.00	
Hydraulic Switch	\$120.00	
Hardware Removal Cost (Labor)		
CTM200		
Plow truck with front plow proximity sensor and spreader (CS440 or CS550)	\$120.00	
Pickup	\$60.00	
Pavement Marking Truck	\$60.00	
AK11 with SSI Box		
Plow truck with front plow proximity sensor and spreader (CS440 or CS550)	\$120.00	
AK11		
Pickup	\$60.00	
Sweeper (GPS, All Brooms, Dump)	\$120.00	
Catch Basin Truck (GPS, Sucking, Dump)	\$120.00	
Other		
Mowers	\$60.00	
Miscellaneous Fees		
Travel to installation site, per vehicle, round trip charge	\$150.00	
Cancellation fee, less than 48 hrs notice	\$150.00	
Service Call, minimum charge	\$120.00	

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11. Under Exhibit B, Section 2 Contract Price, the paragraph shall be replaced as follows:

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 \$364,858.05 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to TELUS Communications for all fees and expenses, of whatever nature, incurred by TELUS Communications in the performance hereof.

12. Under Exhibit B, Section 4 Payment Address shall be replaced as follows:

David Gray
New Hampshire Department of
Transportation - Bureau of Turnpikes

UPS, DHL, Federal Express (etc):
36 Hackett Hill Road
Hooksett NH 031206

US Mail:
PO Box 2950
Concord NH 03302-2950

13. Under Exhibit C, Special Provisions, shall be replaced as follows:

New Hampshire Department of Transportation is accepting the self-insurance from TELUS Corporation to meet the requirements of section 18.21.1.2: Fire and extended coverage insurance covering all property subject to Section 10.1: *Software Title* herein, in an amount not less than 80% of the whole replacement value of the property.

14. Under Exhibit I Project Management Plan, 1.A.2 Blue Ocean Satellite Systems Inc. Team shall be replaced as follows:

Blue Ocean Satellite Systems Inc. Project Team			
Team Member	Project Position	Phone	Email
Mark Gillingham	Account Manager	(709)737-2583 x34	mark.gillingham@skyhawk.co
Krista Schmidt	Project Manager	(709)737-2583 x41	krista.schmidt@skyhawk.co
Mark Callahan	Subject Matter Expert - Software	(709)737-2583 x27	mark.callahan@skyhawk.co
Derrick Dunne	Subject Matter	(709)737-2583 x32	derrick.dunne@skyhawk.co

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	Expert - Hardware		
Sean Hogan	Subject Matter Expert - Systems Architect	(709)737-2583 x31	sean.hogan@skyhawk.co
Support Team	Level 1 Technical Support	(709)737-2583 x2	support@skyhawk.co

15. RFP 2016-016 - Automatic Vehicle Location System (AVL) Contract Descriptions:

Contract and Amendment Number	Amendment Type	Effective Date	Contract Amount
RFP 2016-016	Original Contract	July 1, 2016 through June 30, 2020	\$270,072.66
RFP 2016-016 Amendment #1	Amendment 01	July 1, 2020 through June 30, 2022	\$94,785.39
Contract Total			\$364,858.05

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16. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Amendment 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.

Exec Signed by: Erin Emmott Date: 6/8/2020
~~Erin Emmott~~ President
TELUS Communications (U.S.) Inc.

Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____

On this the ____ day of _____, 2020, 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:

(SEAL)

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

Date: 6/11/2020

Takmina Rakhmatova

Date: 06/11/2020

Approval by Attorney General's Office

Approval by the Governor and Council

Date: _____

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Attachment E

This Assignment and Assumption Agreement ("Assignment") is made as of this 1st day of July, 2020 (the "Effective Date"), by and among TELUS Communications (U.S.) Inc, 1209 Orange Street, Wilmington, DE 19801 ("Assignee") and Blue Ocean Satellite Systems Inc., 67 Majors Path, Suite 101, St. John's, NL A1A 4Z9 Canada ("Assignor").

RECITALS

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for Automatic Vehicle Location (AVL) System on August 24, 2016, with Agreement set to expire June 30, 2020; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest, rights and obligations in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignment of Agreement

- a. As of the Effective Date, Assignor HEREBY ASSIGNS AND TRANSFERS unto Assignee, all of Assignor's interest, rights and obligations in and to the Agreement to Assignor.
- b. Assignee hereby unconditionally assumes and agrees to perform any and all of the obligations and liabilities of Assignor under the Agreement accruing from and after the Effective Date.
- c. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
- d. Except as modified by this Assignment, the Agreement shall remain in force and effect in accordance with its terms.

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<p>____ (Assignor)</p> <p>DocuSigned by: <u>Paul Anderson</u> PAUL ANDERSON (Print Name)</p> <p>By: _____ Title: <u>President</u> Date: <u>6/9/2020</u></p> <p>NOTARY PUBLIC/JUSTICE OF THE PEACE</p> <p>On the ____ day of _____, _____ There appeared before me, the state and county foresaid a person who satisfactorily identified himself as _____ And acknowledge that he executed this document indicated above.</p> <p>In witness thereof, I hereunto set my hand and official seal.</p> <p>_____ (Notary Public/Justice of the Peace)</p> <p>My commission expires: _____ (Date)</p>	<p>____ (Assignee)</p> <p>DocuSigned by: <u>Erin Emmott</u> ERIN EMMOTT (Print Name)</p> <p>By: _____ Title: <u>President</u> Date: <u>6/8/2020</u></p> <p>NOTARY PUBLIC/JUSTICE OF THE PEACE</p> <p>On the ____ day of _____, _____ There appeared before me, the state and county foresaid a person who satisfactorily identified himself as _____ And acknowledge that he executed this document indicated above.</p> <p>In witness thereof, I hereunto set my hand and official seal.</p> <p>_____ (Notary Public/Justice of the Peace)</p> <p>My commission expires: _____ (Date)</p>
--	--

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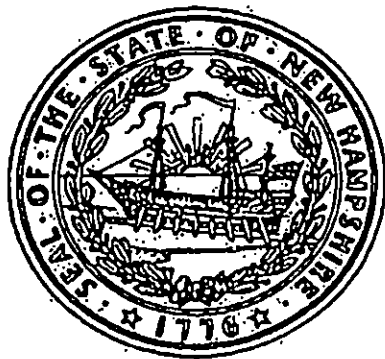
**State of New Hampshire
Department of State**

**CERTIFICATE OF AUTHORITY OF
TELUS COMMUNICATIONS (U.S.) INC.**

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **TELUS COMMUNICATIONS (U.S.) INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **TELUS COMMUNICATIONS (U.S.) INC.** to transact business in this State under the name of **TELUS COMMUNICATIONS (U.S.) INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 840933



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

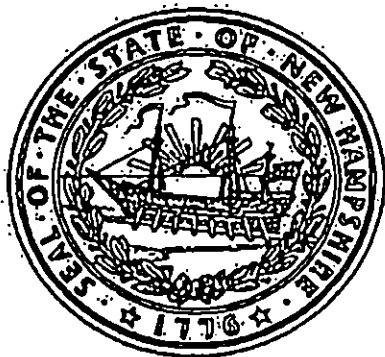
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TELUS COMMUNICATIONS (U.S.) INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 22, 2020. 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: 840933

Certificate Number: 0004907099



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

TELUS COMMUNICATIONS (U.S.) INC.
(a Delaware Corporation)
**UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF
THE BOARD OF DIRECTORS**

Pursuant to the provisions of Section 141 of the Delaware General Corporation Law, the undersigned, being all the directors (the "Directors") of TELUS Communications (U.S.) Inc., a Delaware corporation (the "Corporation"), hereby adopt the following resolutions in lieu of holding a meeting of the Board of Directors (the "Board"), as of June 2, 2020, and hereby direct that this written consent be filed in the records book of the Corporation.

WHEREAS pursuant to an Agreement approved by the Governor and Council of the State of New Hampshire on August 24, 2016, (the "Original Agreement"), Blue Oceans Satellite Systems Inc. agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department agreed to manage the maintenance services for the Automatic Vehicle Location System (AVL).

WHEREAS Blue Oceans Satellite Systems Inc. intends to assign all of its right, interest and responsibilities in the Original Agreement to the Corporation.

WHEREAS the Corporation wishes to enter into a contract amendment agreement (the "First Amendment (Contract RFP-2016-06)") with the State of New Hampshire, acting by and through the Department of Transportation, which would amend the Original Agreement to reflect the above change and to make certain additional amendments.

BE IT RESOLVED THAT:

1. The entering into by the Corporation of the First Amendment (Contract RFP-2016-06), substantially in the form of the draft submitted to the directors for review, is authorized and approved.
2. Erin Emmott or any other director or officer of the Corporation (the "Authorized Signatory") is authorized and directed, for and on behalf of the Corporation, to finalize, execute and deliver the First Amendment (Contract RFP-2016-06) with such additions, deletions or other changes as such Authorized Signatory may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Agreement.
3. The Authorized Signatory is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver all such further documents, agreements, authorizations, certificates or other instruments, and to take any and all such further action, including, without limitation, the execution and delivery of any amendments, revisions or supplements to the First Amendment (Contract RFP-2016-06) as such Authorized Signatory in his or her sole discretion may determine necessary or desirable in connection with the present resolutions, such determination to be conclusively evidenced by such Authorized Signatory's execution and delivery of any such documents, agreements, authorizations, certificates or other instruments and the taking of any such action.
4. These resolutions may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of these resolutions by electronic means shall be equally effective as delivery of a manually executed counterpart hereof and notwithstanding the date of execution shall be deemed to be effective as of June 2, 2020.

IN WITNESS WHEREOF, the undersigned Directors hereby consent to the foregoing resolutions as of the 2nd day of June, 2020. This resolution may be executed in counterparts, including by electronic signature and transmission. Each such counterpart shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

DocuSigned by:

Erin Emmott

ERIN EMMOTT
DIRECTOR

DocuSigned by:

Jeffrey J. Brown

JEFFREY BROWN
DIRECTOR

TELUS Communications (U.S.) Inc.

Certificate of Vote

I, Jeff Brown, hereby certify that I am the duly appointed Director of TELUS Communications (U.S.) Inc. (the "Corporation").

I hereby certify the following is a true extract of a resolution duly passed by all of the directors of the Corporation effective June 2, 2020:

1. *The entering into by the Corporation of the First Amendment (Contract RFP-2016-06), substantially in the form of the draft submitted to the directors for review, is authorized and approved.*
2. *Erin Emmott or any other director or officer of the Corporation (the "Authorized Signatory") is authorized and directed, for and on behalf of the Corporation, to finalize, execute and deliver the First Amendment (Contract RFP-2016-06) with such additions, deletions or other changes as such Authorized Signatory may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Agreement.*
3. *The Authorized Signatory is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver all such further documents, agreements, authorizations, certificates or other instruments, and to take any and all such further action, including, without limitation, the execution and delivery of any amendments, revisions or supplements to the First Amendment (Contract RFP-2016-06) as such Authorized Signatory in his or her sole discretion may determine necessary or desirable in connection with the present resolutions, such determination to be conclusively evidenced by such Authorized Signatory's execution and delivery of any such documents, agreements, authorizations, certificates or other instruments and the taking of any such action."*

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date hereof.

Attest:

Date: 6/5/2020

DocuSigned by:
Jeffrey J. Brown
JEFF BROWN, Director



Certificate of Insurance

No.: TEL-2020-13

Dated: May 27, 2020

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: To Whom It May Concern	Named Insured and Address: TELUS Corporation and its Subsidiaries 510 Georgia Street West, 8th Floor Vancouver, BC V6B 0M3
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Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Bodily Injury and Property Damage • Personal Injury • Blanket Contractual Liability • Cross Liability • Severability of Interest • Tenants Legal Liability • Non-Owned Automobile • Contingent Employer's Liability • Forest Fire Fighting Expense • Subject to Self-Insured Retention	Northbridge General Insurance Corporation	CRC1949346	Jun 01, 2020 to Jun 01, 2021	Each Occurrence	CDN 5,000,000
				Products & Completed Operations Aggregate	CDN 5,000,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 800 - 550 Burrard Street Vancouver, BC V6C 2K1 Telephone: (604)-4433592 Fax: (604)-6853112 CertificateRequestsVancouver@marsh.com	Marsh Canada Limited  By: Bradley Uisac
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Date: Effective December 1, 2019 and continuous for the period of the contract, lease or agreement

To Whom It May Concern:

Re: TELUS Insurance Information

This letter is provided as evidence of property insurance for TELUS Corporation and its subsidiaries and/or associated companies and is in lieu of a certificate of insurance.

The company and its subsidiaries, divisions and partnerships maintain a comprehensive program of large risk retentions (self-insurance) and commercial insurance. It is TELUS' practice to assure that its business interests as well as its obligations under partnerships and/or contracts are protected. Losses that fall within the deductible levels, including those for which TELUS is contractually liable, are covered by the financial resources of TELUS.

If you have any questions, please contact TELUS Risk Management.

Yours truly,

A handwritten signature in black ink, appearing to read 'Jeff Lively'.

Jeff Lively, B.Sc., CIP, CRM
Director, Risk Management
Insurance & Claims
Email: jeff.lively@telus.com



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale et appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj- mmm-aaaa)
BLUE OCEANS SATELLITE SYSTEMS INC.	PO BOX 29098, ST. JOHN'S, NL, A1A5B5, CA	541514: Computer systems design and related services (except video game design and development)	A0000GX41Q	20-May-2020 to 19-Aug-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social: 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

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Bent



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

August 3, 2016
Bureau of Turnpikes

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Blue Ocean Satellite Systems Inc., St. Johns, NL Canada (Vendor #253938) in the amount of \$270,072.66, for design, testing, installation and maintenance services for the Automatic Vehicle Location System (AVL) for the Division of Operations effective upon Governor and Council approval, through June 30, 2020 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, 2024, subject to Governor and Council approval. 85% Turnpikes Funds, 15% Highway Funds

Funding for FY 2017 is available as follows with the authority to adjust encumbrances for the State fiscal year throughout the Budget Office if needed and justified. Funding for FY 2018, FY 2019 and FY 2020 is contingent upon the availability and continued appropriation of funds.

FUNDING	FY2017	FY2018	FY2019	FY2020
04-096-961017-7022 Turnpike Administration 046-500463 Eng Consultant Non-Benefit	\$99,514.92	\$0.00	\$0.00	\$0.00
04-096-961017-7027 Central Maintenance 037-500171 Network Hardware - new	\$2,220.84	\$0.00	\$0.00	\$0.00
04-096-961017-7032 Blue Star Maintenance 037-500171 Network Hardware - new	\$1,110.42	\$0.00	\$0.00	\$0.00
04-096-961017-7037 Spaulding Maintenance 037-500171 Network Hardware - new	\$1,110.42	\$0.00	\$0.00	\$0.00
04-096-960515-2928 Winter Maintenance 037-500171 Network Hardware - new	\$25,414.58	\$3,385.00	\$0.00	\$0.00
04-096-96107-7022 Turnpike Administration 066-500555 Training/Education Consultant	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
04-096-961017-7027 Central Maintenance 024-500225 Contract Repairs; Machin-Equip	\$7,834.68	\$7,834.68	\$7,834.68	\$7,834.68

04-096-961017-7032 Blue Star Maintenance 024-500225 Contract Repairs; Machin-Equip	\$4,103.88	\$4,103.88	\$4,103.88	\$4,103.88
04-096-961017-7037 Spaulding Maintenance 024-500225 Contract Repairs; Machin-Equip	\$5,596.20	\$5,596.20	\$5,596.20	\$5,596.20
04-096-960515-2928 Winter Maintenance 024-500225 Contract Repairs; Machin-Equip	\$15,669.36	\$15,669.36	\$15,669.36	\$15,669.36
Fiscal Year Totals	\$162,575.30	\$38,089.12	\$34,704.12	\$34,704.12
Contract Total				\$270,072.66

EXPLANATION

AVL Contract involves engaging Blue Ocean Satellite Systems Inc. under contract to perform design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System (AVL). This request specifically addresses the procurement of the Automatic Vehicle Location System and services under RFP 2016-016.

AVL's consists of a 24/7 web based monitoring software that provides real-time tracking, reports and alerts for: Electronic Control Module Data, Sensor/Input Monitoring, Spreader Control Integration, Geofencing, DOT Night Patrol, Speed Monitoring, and Navigation. It will increase fuel efficiency, effective use of driver time, operational efficiency, and overall productivity.

The contract shall provide system design, testing, installation, and maintenance of an Automatic Vehicle Location System (AVL). The AVL system is designed to provide two types of AVLs for NHDOT. The first is to track specific vehicles of their locations and be able to pass this information onto the DOT Transportation Systems Management & Operations (TSMO) Bureau to be shown on their video wall. The second is to track the location of selected number of plow trucks during winter operations displaying their locations and type of operations (plowing, spreading of material or liquids with their rate and type of material). The system will also provide ability to create geofence, report errors from the spreader controls, pavement temperature from the plow trucks if available on the truck, provide reporting, and host and manage the NH AVL website. The AVL system will be designed, developed, tested and installed prior to the winter of 2016-2017.

On January 28, 2016, the Department publicly advertised the subject RFP. During the response period, the Department had a question/inquiry period from the Vendors with the Department providing responses helping them finalizing their proposals. Proposals were received from the following vendors in accordance with the requirements for submission, including the stipulated deadline of March 17, 2016:

VENDOR NAME

- AT&T, Manchester, NH
- Parsons, Duluth, GA
- Blue Ocean Satellite Systems Inc., St. Johns, NL Canada
- Reltronics Technologies, Inc. (RTI)

Proposals from each vendor were reviewed per the Initial Screening requirements as specified in the RFP under Section 5.3.1 and Appendix B and the Reltronics Technologies, Inc. (RTI) Proposal including their price proposal was returned on March 24, 2016, since their submittal did not meet the requirements. All other proposals met the requirements and were reviewed by the AVL RFP Selection Committee. On April 11, 2016, the Selection

Committee held interviews with the three vendor teams, where each company conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; demonstrated their product; and participated in an open question and answer period. Following the interviews, 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 AVL system design and technical aspects; firm's qualifications, project team, capabilities and references; and implementation, transition and delivery approach. The technical aspect accounted for 65 of the total 100 maximum points. A minimum of 46 points was required, as specified in the RFP, for further consideration in the overall selection process. Proposals not receiving a technical score of 46 points or higher, in addition to being removed from further consideration, will have 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;	65
<i>Proposed Automatic Vehicle Location System (AVL)</i>	39
<i>Ability To Execute And Meet The Product Schedule</i>	6
<i>System Maintenance And Warranty</i>	7
<i>Qualifications, Project Team, Capabilities And References</i>	13
*PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	35
<i>Deployment/Implementation</i>	
<i>Operations</i>	
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 35.

Based on the above-mentioned analysis, the Selection Committee identified two (2) vendors with technical scores exceeding 46 and worthy of consideration in the selection process. One (1) vendor, AT&T, did not achieve the minimum technical score. As such, based on the requirements in the RFP (RFP 2016-016, Section 5.4.1 Part b), the proposal submission was disqualified from further consideration. As a result, the corresponding price proposal will be returned unopened to the respective vendor.

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. 65 points)	Deployment/ Implementation Price	Operations Price	Total Price	Total Price Score (max. 35 points)	Total Score
Blue Ocean Satellite Systems Inc.	55.5	\$99,514.92	\$103,000.80	\$202,515.72	35	90.5
Parsons	54.7	\$715,000.00	\$1,160,670.00	\$1,875,670.00	3.8	58.48

Based on the Selection Committee's proposal review and interview process, the committee has concluded that Blue Ocean Satellite Systems Inc.'s proposal meets and or exceeds each of the stated goals in the RFP. Their system is

highly configurable and adaptable, which will reduce the potential for change orders over the course of the contract term. Their proposal contains forty (40) hours of free software development per year if needed. This will allow the Bureau of Turnpikes to be more adaptive to future changes such as AVL data being sent to our Maintenance Decision Support System (MDSS) or TSMO Bureau's Advanced Traffic Management System (ATMS). Their AVL system solution is user friendly for various users when it comes to creating geofences or landmarks, their history playback and obtaining AVL information through web site and reporting. All of Blue Ocean Satellite Systems Inc.'s vendor reference gave them high praise working with them and completing on-time with no cost extras

Blue Ocean Satellite Systems Inc. has sub-contracted with local vendor Atlantic Broom to install the AVL units. Atlantic Broom is familiar with the installation process and is a supplier and installer of various other types of winter equipment. Throughout their proposal and oral presentation, the Blue Ocean Satellite Systems Inc.'s team demonstrated the importance of being able to provide us the support and expertise analyzing our Compu-Spread spreader control system when we are experiencing issues of the salt not reconciling between the AVL unit, Compu-Spread and our bucket counts. They displayed a strong understanding of the importance of accuracy of the material usage from our spreaders and reporting.

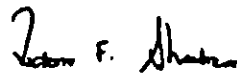
The increase cost in Contract compared to the RFP Price Proposal of approximately \$67,550 is mainly due to additional twenty-five (25) AVL units (17 Basic and 8 Advance) being added into the contract for Turnpike's Motorist Safety Patrol vehicles and Highway Maintenance Patrol trucks and Plow trucks.

Based on the above-mentioned, the Department request approval to enter into a contract with Blue Ocean Satellite Systems Inc. ending on June 30, 2020 with the option at the sole discretion of the State to extend for up to two 2-year terms up to but not beyond June 30, 2024.

The contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available for FY 2017 and funding for FY 2018 through FY 2020 is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file with 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

Attachments:

cc: D. Rodrigue
J. Corcoran
C. Dobbins

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	24.9	34.1	32.0
Ability To Execute And Meet The Product Schedule	6	4.7	4.6	5.4
System Maintenance And Warranty	7	4.3	5.6	5.7
Qualifications, Project Team, Capabilities And References	13	10.5	11.2	11.6
Minimum Technical Points Required	46	44.4	55.5	54.7
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	35			
Deployment/Implementation Costs				
Operations				
Total Cost				
Total Points	100			

35.0

3.8

Per the RFP the Price proposal is not open if the Technical scoring is below the minimum

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 1

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	25	33	34
Ability To Execute And Meet The Product Schedule	6	5	4	5
System Maintenance And Warranty	7	5	6	6
Qualifications, Project Team, Capabilities And References	13	10	11	11
Total Points	65	45	54	56

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 2

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	28	35	30
Ability To Execute And Meet The Product Schedule	6	5	6	6
System Maintenance And Warranty	7	5	6	7
Qualifications, Project Team, Capabilities And References	13	10	12	12
Total Points	65	48	59	55

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 3

Scoring Category	Maximum Points	AT&T	<i>Blue Ocean Satellite Systems</i>	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	25.5	32.5	31
Ability To Execute And Meet The Product Schedule	6	4.5	4	5
System Maintenance And Warranty	7	4.5	6	4.5
Qualifications, Project Team, Capabilities And References	13	11.5	12	12
Total Points	65	46	54.5	52.5

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 4

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	21	34	34
Ability To Execute And Meet The Product Schedule	6	4	4	6
System Maintenance And Warranty	7	3	5	6
Qualifications, Project Team, Capabilities And References	13	10	10	12
Total Points	65	38	53	58

**Automatic Vehicle Location System (AVL) DOT -RFP 2016-16
PROPOSAL SCORING SUMMARY**

Committee Member: 5

Scoring Category	Maximum Points	AT&T	Blue Ocean Satellite Systems	Parsons
TECHNICAL PROPOSAL	65			
Proposed Automatic Vehicle Location System (AVL)	39	25	36	31
Ability To Execute And Meet The Product Schedule	6	5	5	5
System Maintenance And Warranty	7	4	5	5
Qualifications, Project Team, Capabilities And References	13	9	11	11
Total Points	65	43	57	52



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 29, 2016

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

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter a contract with Blue Ocean Satellite Systems Inc. (Vendor #253938) as described below and referenced in DOT number 2016-016.

The purpose of this contract is to provide design, testing, installation and operations and maintenance services for the Automatic Vehicle Location System. The Automatic Vehicle Location System consists of 24/7 web based monitoring software that provides real-time tracking, reports and alerts for: Electronic Control Module Data, Sensor/Input Monitoring, Spreader Control Integration, Geo-fencing, DOT Night Patrol, Speed Monitoring, and Navigation. The funding amount for this contract is \$270,072.66 and shall become effective upon Governor and Council approval through June 30, 2020.

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 "Denis Goulet", with a large, stylized flourish at the end.

Denis Goulet

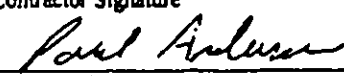
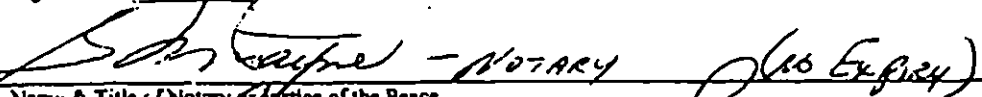

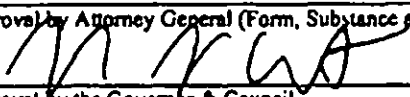
DOT 2016-016

cc: Gail Hambleton

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATIC VEHICLE LOCATION SYSTEM (AVL)
BUREAU OF TURNPIKES - CONTRACT RFP 2016-016
CONTRACT AGREEMENT-GENERAL PROVISIONS**

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Transportation - Bureau of Turnpikes		1.2 State Agency Address PO BOX 2950 Concord NH 03302-2950	
1.3 Contractor Name Blue Ocean Satellite Systems Inc.		1.4 Contractor Address 67 Majors Path, Suite 101 St. John's, NL A1A 4Z9 Canada	
1.5 Contractor Phone Number 1-709-737-2583	1.6 Account Number Multiple Account Numbers	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$270,072.66
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Paul Anderson, President	
1.13 Acknowledgement: On July 26, 2016, 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  - NOTARY (No Expiry)			
1.13.2 Name & Title of Notary or Justice of the Peace JEAN PAYNE - NOTARY PUBLIC FOR NL			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory DAVID RODRIGUEZ Director of Operations	
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: 8/10/16			
1.18 Approval by the Governor & Council By: _____ On: _____			

Contract Agreement RFP 2016-016 General Provisions
Blue Ocean Satellite Systems Inc. Initials: BA
Date: 21 July 2016