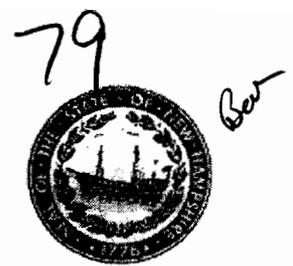




THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
August 21, 2013

Sole Source

REQUESTED ACTION

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

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

	<u>SFY 2014</u>	<u>SFY 2015</u>
04-96-96-961017-7514 Spaulding Turnpike/US 4/NH 16 038-500177 Software License/Maint. Mainframe/Network	\$33,393	\$35,063

EXPLANATION

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

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

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

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

This project is funded with 100% Turnpike funds.

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

Your approval of this resolution is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

August 27, 2013

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

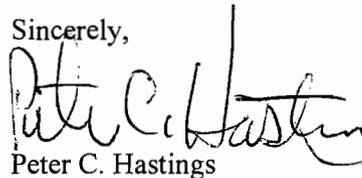
Dear Commissioner Clement:

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

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

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

Sincerely,



Peter C. Hastings

PCH/dcp
DoIT 2009-076a

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

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

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

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

WHEREAS, the Department wishes to change the completion date from September 30, 2013 to September 30, 2015;

WHEREAS, the Department wishes to increase the Contract price by \$68,456 to bring the total contract price to \$193,835;

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

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

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect a new Completion Date of September 30, 2015.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$68,456 from \$125,379 to \$193,835.
3. The Agreement is further amended as described below:

Page 6: *Account Funding*, of the original contract agreement, is hereby amended to reflect the addition of funding for State Fiscal Year 2014 and 2015. Account Funding Amendment is detailed below:

Account Funding Amendment

State Fiscal Year	Account Funding Source	Amount
SFY 14	04-96-96-961017-7514-046-500464	\$ 33,393
SFY 15	04-96-96-961017-7514-046-500464	\$ 35,063
AMENDED CONTRACT TOTAL		\$ 68,456

Contract Amendment 2009-076A
Trapeze Software Group Inc.

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

Exhibit B Section 1.1 Not- to-Exceed	<p>Delete:</p> <p>This is a not-to-exceed Contract totaling \$125,379 for the period between the Effective Date through September 30, 2013. Trapeze shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Trapeze to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rate appearing in the price and payment tables.</p> <p>Replace with:</p> <p>This is a not-to-exceed Contract totaling \$193,835 for the period between the Effective Date through September 30, 2015. Trapeze shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Trapeze to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rate appearing in the price and payment tables.</p>
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Amend Exhibit B, by adding Section 1.1: *Additional Activity, Deliverable, or Milestone Invoicing Amounts* by adding Table 1 Amendment A below:

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

Table 1 (Amendment A)

CONTRACT #	DESCRIPTION/DELIVERABLE	AMENDMENT AMOUNT (NOT TO EXCEED)
2009-076A	Software Hosting and Software Maintenance	
	SFY 14 Software Hosting 4 th year hosting fee subsequent to end of 3 rd year hosting	\$ 18,014
	SFY 14 Software Maintenance 4 th year maintenance fee subsequent to end of 3 rd year maintenance	\$ 15,379
	SFY 15 Software Hosting 5 th year hosting fee subsequent to end of 4th year hosting	\$ 18,915
	SFY 15 Software Maintenance 5 th year maintenance fee subsequent to end of 4th year maintenance	\$ 16,148
	AMENDMENT TOTAL	\$ 68,456

Contract Amendment 2009-076A
Trapeze Software Group Inc.

<p>Exhibit B Section 3 TOTAL CONTRACT PRICE</p>	<p>Delete: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$125,379 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Trapeze for all fees and expenses, of whatever nature, incurred by Trapeze in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract, except those previously defined and included in the not to exceed price of \$125,379 unless negotiated in writing otherwise between the parties and approved by Governor and Council.</p> <p>Replace with: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$193,835 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to Trapeze for all fees and expenses, of whatever nature, incurred by Trapeze in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract, except those previously defined and included in the not to exceed price of \$193,835 unless negotiated in writing otherwise between the parties and approved by Governor and Council.</p>
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Trapeze Software Group Inc. Contract History

CONTRACT AND AMENDMENT NUMBER	CONTRACT AND AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT (NOT TO EXCEED)
Contract #2009-076	Trapeze Software Group Inc.	11/17/10	\$125,379
Amendment # 2009-076A	Two year extension to original contract completion date	10/1/13	\$ 68,456
	CONTRACT TOTAL		\$193,835

Contract Amendment 2009-076A
Trapeze Software Group Inc.

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

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



Trapeze Software Group, Inc.

Date: Aug 21, 2013

Corporate Signature Notarized:

Province Ontario
~~STATE OF~~ _____
City Mississauga
~~COUNTY OF~~ _____

On this the 21st day of August, 2013, before me Dimitar Demirevski, the undersigned Officer Daniel Lee, personally appeared and acknowledged her/himself to be the VP Finance, of Trapeze Software Group, Inc. corporation, and that she/he, as such VP Finance 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 VP Finance.

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



Notary Public/Justice of the Peace
My Commission Expires: lifetime

(SEAL)

Department of Transportation



Christopher D. Clement, Sr., Commissioner
Department of Transportation

Date: Aug. 27, 2013

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



State of New Hampshire, Department of Justice

Date: August 30, 2013

Approved by the Governor and Council

State of New Hampshire, Governor and Council

Date: _____

State of New Hampshire
Department of State

CERTIFICATE

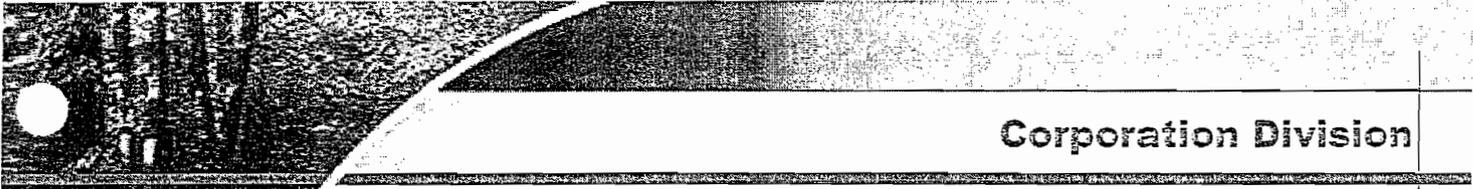
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Trapeze Software Group, Inc. a(n) Arizona corporation, is authorized to transact business in New Hampshire and qualified on August 26, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of August, A.D. 2013

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

William M. Gardner
Secretary of State


Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Filed Documents
 Date: 7/31/2013 (Annual Report History, View Images, etc.)
 Business Name History

Name	Name Type
Trapeze Software Group, Inc.	Legal
Trapeze Software Group, Inc.	Home State

Corporation - Foreign - Information

Business ID: 635306
Status: Good Standing
Entity Creation Date: 8/26/2010
State of Business.: AZ
Principal Office Address: 8360 East Via de Ventura, Suite L-200
 Scottsdale AZ 85258
Principal Mailing Address: 8360 East Via de Ventura, Suite L-200
 Scottsdale AZ 85258
Last Annual Report Filed Date: 3/14/2013
Last Annual Report Filed: 2013

Registered Agent

Agent Name: C T Corporation System
Office Address: 9 Capitol Street
 Concord NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE
(Corporation With Seal)

I, JOHN HINES III, do hereby represent and certify that:

(1) I am PRESIDENT of TRAPEZE SOFTWARE GROUP, INC., a DELAWARE corporation (the "Corporation").

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

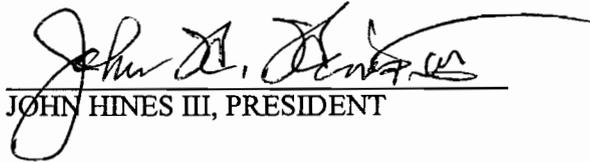
(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation.

(5) The signature of DANIEL LEE of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

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

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation.
AUGUST 21st, 2013.



JOHN HINES III, PRESIDENT

PROVINCE OF ONTARIO

CITY OF MISSISSAUGA

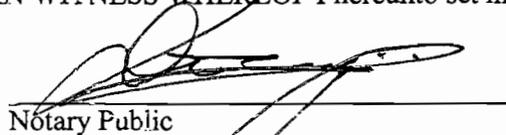
On this the 21st day of August, 2013, before me,

JOHN HINES III, personally appeared and acknowledged her/himself

to be the PRESIDENT, of TRAPEZE SOFTWARE GROUP, INC., a DELAWARE corporation, and that he, as such being authorized to do so,

executed the foregoing instrument.

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



Notary Public

My Commission Expires: LIFETIME

CERTIFICATE OF INSURANCE

MED INSURED

CONSTELLATION SOFTWARE INC. and
 TRAPEZE SOFTWARE GROUP INC.
 8360 EAST VIA DE VENTURA, #L-200
 SCOTTSDALE, AZ 85258 U.S.A.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

- COMPANY
A Zurich Insurance Company Ltd. (AM Best rating A+)
- COMPANY
B Liberty Mutual Insurance Company (AM Best rating A)
- COMPANY
C
- COMPANY
D
- COMPANY
E Zurich American Insurance Company (AM Best rating A+)

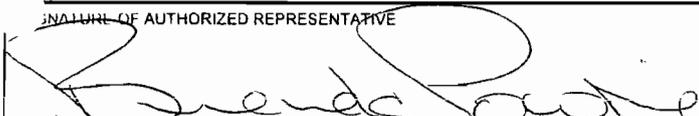
CERTIFICATE HOLDER

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

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.**

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2012/09/27	2013/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 1,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
ADDITIONAL INSURED: STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, BUREAU OF RAIL AND TRANSIT - NEW HAMPSHIRE RIDESHARE, but only with respect to liability arising out of the operations of the Named Insured. Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
NON-OWNED & HIRED AUTOMOBILE LIABILITY	A	8839016	2012/09/27	2013/09/27	\$1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2012/09/27	2013/09/27	\$14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2012/09/27	2013/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	B	WC2-B71-170802	2012/09/27	2013/09/27	\$ 1,000,000	E.L. -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:						
BROKER The CG&B Group Inc. 120 South Town Centre Blvd. Markham, ON L6G 1C3			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 			PRINT NAME BRENDA POWRIE		DATE (YYYY/MM/DD) 2013/08/19	



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Rail and Transit
November 4, 2010

Approved 11/17/2010
J 400 216

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

Requested Action

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

Funding is available as follows:

04-96-96-964015-3054

Consolidated Federal Aid

046-500466 IT Service Vendor Non-benefit

FY 2011

\$125,379.00

Explanation

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

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

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

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

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

Features/benefits of the RidePro software:

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

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

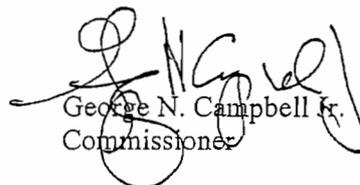
The Regional rideshare project is included as a pending initiative - #7, Trapeze RidePro, in the Agency's Information Technology Plan (AITP), submitted to the Department of Information Technology on February 4th, 2008.

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

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

Your approval of this resolution is respectfully requested.

Sincerely,


George N. Campbell Jr.
Commissioner



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

Peter C. Hastings
Interim Commissioner

October 4, 2010

Jack W. Ferns
Director
State of New Hampshire
Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Campbell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **Sole Source** contract agreement with the Trapeze Software Group, 8360 East Via de Ventura, Scottsdale, Arizona 85258 (Vendor #210634) as described below and referenced as DoIT number 2009-076 as described below.

This is a request to enter into a **Sole Source** contract agreement with the Trapeze Software Group of Scottsdale Arizona (Vendor #210634) to administer, host and maintain the Trapeze *RidePro 3 LAN, Web and Trip 4* Software. The contract would be in effect from Governor and Council through September 30, 2013. The Term of the contract may be extended for two additional three year periods, at the sole option of the State, subject to the parties' prior written agreement on applicable fees for the extended periods, and Governor and Council approval, up to but not beyond September 30, 2019.

The total cost of the Trapeze Ride Share Contract is not to exceed \$125,379.

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

Sincerely,

Peter C. Hastings

PCH/efg
DoIT 2009-076
RID 8096

cc: Joan Clinton, Carpool Coordinator, Department of Transportation, Rail and Transit
Gail Hambleton, IT Lead for Department of Transportation, Department of Information Technology

SW ✓
JC ✓
File 12229 ✓



U.S. Department
of Transportation
**Federal Highway
Administration**

New Hampshire Division

19 Chenell Drive, Suite One
Concord, NH 03301

September 17, 2010

In Reply Refer To:
HDA-NH

Ms. Shelley Winters
Public Transportation Administrator
Bureau of Rail & Transit
New Hampshire Department of
Transportation
7 Hazen Drive
Concord, NH 03302-0483

Dear Ms. Winters:

The Federal Highway Administration (FHWA) has received your letter of September 9, 2010 requesting our approval for the New Hampshire Department of Transportation (NHDOT) to enter into a three-year sole source contract with Trapeze Software Group for RidePro software, using \$125,379 in CMAQ funds. This contract will facilitate New Hampshire's participation with Maine and Vermont in the creation and maintenance of a tri-state regional rideshare database to help commuters who cross these state borders find carpool matches.

FHWA has reviewed your justification, and has determined it to be in the public interest to provide our approval for NHDOT to enter into the three-year contract as described. This approval is provided only for the three-year contract period. When the three-year contract period is complete, FHWA would encourage New Hampshire, Maine and Vermont to consider a joint bidding process that might potentially provide cost savings to all three states while maintaining the advantages of sharing a database.

If you have any questions, or require further information, you may contact Mr. Leigh Levine of our New Hampshire Division Office at (603) 228-3057, extension 111.

Sincerely,

Kathleen O. Laffey
Division Administrator

