JDR

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

39

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Fuel Distribution
October 6, 2023

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to enter into a **retroactive Sole Source** agreement with Gilbarco Inc (Vendor #175731) Greensboro, North Carolina, formerly known as Orpak USA Inc. (Vendor #166715) of Hackensack, New Jersey, in the amount of $46,601 for the maintenance of the State of New Hampshire Statewide Fuel Distribution System software, hardware, maintenance and development effective July 1, 2022, upon Governor and Council approval through December 31, 2023. 45% Other Funds, 55% Highway Funds.

Funding is available as follows:

04-96-96-960515-3198	FY 2024
Fuel Inventory Maintenance	
024-500230 Maint Other Than B&G	$46,601

EXPLANATION

The **retroactive Sole Source** agreement is necessary to pay Gilbarco Inc. for work completed prior to the end of the existing contract that expired June 30, 2022. This agreement is subsequent to a previous agreement with Orpak (Contract #2008-009) in the amount of $1,810,431 that was approved by Governor and Council on August 13, 2008, Item 177. The contract deadline was extended to June 30, 2022 and the contract amount was increased by $254,065 to a total of $2,064,496, by Governor and Council approval on June 29, 2016, Item 46. The contract was assigned to Gilbarco Inc. by notification dated October 18, 2018. The original eight-year contract agreement approved in 2008 authorized development and implementation of a statewide fuel management system that became operational in 2010. The State of New Hampshire exercised the option in the contract to extend the contract expiration date by six years to June 30, 2022, for continued software maintenance and customer sales tracking. Orpak USA, Inc was purchased by Gilbarco Inc., which assumed Orpak's contract obligations by notification dated October 18, 2018, and maintained the original contract and its software maintenance and sales tracking obligations through the amended contract deadline ending June 30, 2022.

Pursuant to the original contract obligations, Gilbarco Inc. exceeded the projected contract timeline by expediting the installation of additional automated terminals at fuel sites Statewide ahead of schedule, thereby increasing the annual maintenance costs of said additional terminals in excess of the budgeted amount during succeeding fiscal years. The expedited installations were to the State of New Hampshire's benefit and advantage. As a result, the work performed by the Contractor amounted to $46,601 and exceeded the budgeted amount in the final FY 2020 payment schedule of $33,289 by $13,312. This current request is to authorize payment of the final invoice for work completed within the original contract timeframe.

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. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

Susan B. Ross
Associate General Counsel
CLO-Americas
Gilbarco Veeder-Root companies

7300 West Friendly Avenue
Greensboro, North Carolina 27410
Phone: 336.547.5454
Email: susan.ross@gilbarco.com

October 19, 2018

NHDOT Bureau of Fuel Distribution
Attn: Brian Pike
PO Box 483
Concord, NH 03302

Re: Assignment of Contract: GASBOY™ ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT dated July 1, 2017 (the "Contract")

Dear Mr. Pike:

As you are aware, Gilbarco Inc. recently acquired all or substantially all of Orpak's existing agreements.

Pursuant to Section 13.10.3 of the Contract dated July 1, 2017, said Contract is assigned to Gilbarco Inc. and Gilbarco fully assumes all obligations and responsibilities under the Contract.

If you have any questions, please feel free to contact me.

Very truly yours,

Susan B. Ross

cc: Luke Grant

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Dr Concord, NH 03302	
1.3 Contractor Name Gilbarco, Inc.		1.4 Contractor Address 7300 West Friendly Avenue Greensboro, North Carolina 27410	
1.5 Contractor Phone Number 336-547-5454	1.6 Account Unit and Class 04-96-96-960515-3198	1.7 Completion Date 12/31/2023	1.8 Price Limitation $46,601
1.9 Contracting Officer for State Agency William J. Cass		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature Date: 8/2/23		1.12 Name and Title of Contractor Signatory William Quaglieri G.M. Gasboy North America	
1.13 State Agency Signature Date: 9/14/23		1.14 Name and Title of State Agency Signatory Michael J. Servatos, Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Samuel Burgess		On: 10/4/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials WQ
Date 8/2/23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials WQ
Date 8/2/23

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials WQ
Date 8/2/23

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

Contractor Initials WQ
Date 8/2/23

Exhibit A
Special Provisions

There are no special provisions for this contract.

Exhibit B
Scope of Services

The scope of services for this contract includes work completed prior to the end of the original contract. The work included expediting installation of additional automated terminals at statewide fuel sites that increased the cost for annual maintenance above the original estimated budget

Exhibit C
Summary of Payments

There will be one payment for this contract in the amount of $46,601.00.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GILBARCO INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 11, 1993. 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: **182602**

Certificate Number: **0006290915**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of August A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE

I, Dave Coombe, do hereby represent and certify that:

(1) I am President of Gilbarco Inc., a Delaware corporation (the "Corporation").
(2) I 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 signature of William Quaglieri 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.
(5) 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 as of this 08/02/2023.

Dave Coombe, President, Gilbarco, Inc.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

The foregoing certification was signed and sworn to before me this 2nd day of August, 2023.

Tina P. Richardson
Notary Public

My Commission expires:
March 4, 2027

TINA P. RICHARDSON
NOTARY
MY COMMISSION EXPIRES
03/04/27
PUBLIC
ROCKINGHAM COUNTY, NC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2023

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

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

PRODUCER
MARSH USA LLC.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202
Attn: vontier.certrequest@marsh.com

CN130745150-VONT0-GAWU-23-

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GILBARCO INC.
7300 WEST FRIENDLY AVENUE
GREENSBORO, NC 27410

COVERAGES

CERTIFICATE NUMBER: HOU-003958824-10 REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G47303394	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10696240	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C50673303 (AOS) SCF C50673352 (WI)	07/01/2023 07/01/2024	07/01/2024 07/01/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

CERTIFICATE HOLDER

NHDOT Bureau of Fuel Distribution
PO BOX 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Fuel Distribution
May 17, 2016

REQUESTED ACTION

1. Authorize the Department of Transportation (NHDOT) to amend a **sole source** agreement (Contract #2008-009) with Orpak USA Inc. (Vendor #166715) Hackensack, New Jersey, to increase the contract amount by $254,065 from $1,810,431 to $2,064,496 for the continued operation of the State of New Hampshire Statewide Fuel Distribution System software, hardware, maintenance and development, effective upon Governor and Council approval or July 1, 2016, whichever is later. The original agreement was approved by Governor and Council on August 13, 2008, Item 177. 100% Agency Income.

2. Further, authorize to amend the contract's completion date from June 30, 2016 to June 30, 2022, effective upon Governor and Council approval or July 1, 2016, whichever is later.

Funding is available as follows through FY 2017, and is contingent upon the availability and continued appropriation of funds for FY 2018, FY 2019, FY 2020, FY 2021 and FY 2022:

04-96-96-960515-3198	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Fuel Inventory Maintenance						
024-500230 S/Ware Lic/Maint (Non Desktop)	$38,304	$39,836	$41,429	$43,086	$44,809	$46,601

EXPLANATION

This **sole source** amendment will exercise a six year renewal option to extend the contract agreement an additional six years through June 30, 2022 to continue statewide use of the turnkey Orpak Fuel Management System (FMS) to include hardware, operating system, database, and proprietary fuel management software, to either replace or upgrade current components of the existing Fuel Distribution System (FMS) and extend the software support and maintenance for an additional six years. This **sole source** contract amendment also authorizes $254,065 for FY 2017 through FY 2022.

All other provisions of the agreement shall remain in effect.

The amendment also revises the contract deliverables and price and payment schedule.

Over the last six years the vendor has done the following:

- Fully automated thirty-three (33) fuels sites including Tank Level Sensor (TLS) devices with interfaces to the Fuel Management System (FMS) and technological capabilities to send environmental alarms.
- Fully automated one (1) Compressed Natural Gas (CNG) fuel site with technological capabilities to interface to the Fuel Management System (FMS).
- Fully automated three (3) high volume fuel sites with the capability of capturing fuel transactions and transmitting totalizers and dipstick readings.

- Fully automated and upgraded fourteen (14) pre-existing non-automated, manual sites with interfaces into the Fuel Management system. These manual sites are no longer a "key-lock" system and now automatically communicate with the central server.

The vendor has been responsible for all aspects of these projects, including but not limited to: the design, development, installation, implementation, testing, training, and support of the automated Fuel Management System. Work included site preparation and installation of fuel control terminals, modifications, and configurations of tank level sensing equipment and services including software customizations for the automated Fuel Management System.

After a lengthy process of reviewing requests for information and formal proposals, Orpak USA Inc., was selected after a conference on February 5, 2008 consisting of all 8 competing vendors. Orpak USA Inc. was selected and is highly regarded in the field of Fuel Management Systems. Their FMS software has been implemented worldwide in 40 countries with more than 20,000 fuel stations and 5 million vehicles.

Orkpak USA has remained true to their contract providing Fuel Management Software licensing, database conversion services, a fuel site subsystem, fueling access devices and ongoing software support, telephone support and maintenance services for the 6 years past, beyond the initial one year warranty period.

The Department and State of New Hampshire have already benefited substantially from an improved Fuel Management System, improved tank level sensors, increased reliability, real-time data availability, expandability (customers and sites), elimination of social security numbers as controlling data fields, and the ability for automation of fuel sites that once were manual key-lock systems. The overall result is a better-managed system, with greatly improved environmental conditions and accounting at all automated fueling locations.

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

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

Denis Goulet
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

May 24, 2016

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

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Orpak USA, Inc. as described below and referenced as DoIT number 2008-009A.

The purpose of this amendment is to continue the services of a statewide turnkey Fuel Distribution System and extend the original contract for an additional six years. This amendment increases the total contract value by $254,065 from $1,810,431 to $2,064,496 effective upon the Governor and Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/mh
DOT 2008-009A

Cc: Gail Hambleton

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATED FUEL MANAGEMENT SYSTEM
CONTRACT 2008-009
CONTRACT AMENDMENT 2008-009A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2008-009, on August 13, 2008, Item # 177 for the period August 13, 2008 through June 30, 2016 where the Term may be extended for additional periods of up to six (6) years , (herein after referred to as the "Agreement"), Orpak USA Inc., (hereinafter referred to as the "Vendor", "Orpak") 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 2.1 *Term* and 13.17 *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 certain provisions of the Agreement;

WHEREAS, Section 1.6, Completion Date of the P-37 form is June 30, 2016 and NHDOT wishes to amend the date to June 30, 2022;

WHEREAS, Section 1.8, Price Limitation of the P-37 form is $1,810,431 and NHDOT wishes to increase the contract amount by $254,065 amending the total contract amount to $2,064,496;

WHEREAS, the Department and the Vendor wish to amend Exhibit A, Contract Deliverables;

WHEREAS, the Department and the Vendor wish to amend Exhibit B, Price and Payment Schedule;

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

Section 1.6 Completion Date, of the P-37 form shall be amended to read June 30, 2022.

Section 1.8 Price Limitation, of the P-37 form shall be amended to read $2,064,496, (increase of $254,065);

*Account Number	Budget Line	Description	Fiscal Year	Amount
030-096-0561-034-0151		100% Capital Funds	2009	$ 800,000
015-096-3005-030-0305		100% Other Funds	2009	$ 50,000
015-096-3005-030-0311		100% Other Funds	2009	$ 960
015-096-3198-048-0226		100% Agency Income	2009	$ 111,134
030-096-0558-034-0151		100% Capital Funds	2009	$ 122,067
030-096-0559-034-0151		100% Capital Funds	2009	$ 77,028
015-096-3198-020-0243		100% Agency Income and Software support and maintenance	2011	$ 22,500
015-096-3198-020-0243		100% Agency Income and Software support and maintenance	2012	$ 23,400
015-096-3198-020-0243		100% Agency Income and Software support and maintenance	2013	$ 24,336
015-096-3198-020-0243		100% Agency Income and Software support and maintenance	2014	$ 25,309
015-096-3198-020-0243		100% Agency Income and Software support and maintenance	2015	$ 26,322
015-096-3198-020-0243		100% Agency Income and Software support and maintenance	2016	$ 27,375
030-096-1802-034-0162		Capital Budget	2011	$ 500,000

015-096-31980000-024-500230		100% Agency Income and Software support and maintenance	Amend 2017	$38,304
015-096-31980000-024-500230		100% Agency Income and Software support and maintenance	Amend 2018	$39,836
015-096-31980000-024-500230		100% Agency Income and Software support and maintenance	Amend 2019	$41,429
015-096-31980000-024-500230		100% Agency Income and Software support and maintenance	Amend 2020	$43,086
015-096-31980000-024-500230		100% Agency Income and Software support and maintenance	Amend 2021	$44,809
015-096-31980000-024-500230		100% Agency Income and Software support and maintenance	Amend 2022	$46,601
TOTAL				$2,064,496

The Statement of Work is hereby amended as follows:

Exhibit A: *Contract Deliverables*, of the Agreement is hereby amended as follows:

1. Amend Section 2. *Deliverables, Milestones and Activities Schedule* to include revisions to Table 2.1 *Implementation Schedule – Activities/Deliverables/Milestones* to reflect the addition of new deliverable dates as detailed below:

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Meeting	August 2008
2	Project Work Plan/Schedule	Written	August 2008
3	Software Development/Interfaces /Transition Plan	Written	August 2008
4	Site Work Assessment/Plan	Written	September 2008
5	System Software/Hardware Deliverables	Software	October 2008
6	System and Component Configuration /Conversion	Software/Written	October 2008
7	Software Development and Integration	Software/Written	November 2008
8	System Delivery and Acceptance Testing	Software/Written	December 2008
9	Fuel Site Conversions	Software/Written	April 2009
10	Cutover to Parallel Systems Operation	Written	Ongoing per site
11	Documentation	Written	Ongoing
12	System Training	Written/Training	Ongoing
13	System Implementation Cutover Process	Written	Ongoing
14	Project Close Out	Meeting	June 2009
15	Completion of Warranty Period	Meeting	June 2010

16	Maintenance	Annual Support	July 2010- **June 2022**

Exhibit B: *Price And Payment Schedule*, of the Agreement is hereby amended as follows:

Amend Section 1. *Deliverable Payment Schedule* to include revisions to Table 1 *Activities, Deliverables, or Milestones Price and Payment Table* to reflect the addition of new deliverable dates and payment amounts as detailed below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Ref #	*Activity, Deliverable, or Milestone*	*Deliverable Type*	*Projected Delivery Date*	*Payment Amount*
1	*Conduct Project Kickoff Meeting*	*Meeting*	*August 2008*	
2	*Project Work Plan/Schedule*	*Written*	*August 2008*	
3	*Software Development/Interfaces /Transition Plan*	*Written*	*August 2008*	
4	*Site Work Assessment/Plan*	*Written*	*September 2008*	
5	*System Software/Hardware Deliverables*	*Software*	*October 2008*	*20% of Project Management*
6	*System and Component Configuration /Conversion*	*Software/Written*	*October 2008*	*25% of Software Adaptation, and 85% of Mifare Proximity Tags, Mifare Proximity Tag Reader, Fuel Ring Programmer, VID Programmer and Spare Parts*
7	*Software Development and Integration*	*Software/Written*	*November 2008*	
8	*System Delivery and Acceptance Testing*	*Software/Written*	*December 2008*	*85% of FMS System, 60% of Software adaptation, and 40% of Project Management*
9	*Fuel Site Conversions (Per Site)*	*Software/Written*	*April 2009*	*Payment per site completion, 25% of Project Management after 20 sites*
10	*Cutover to Parallel Systems Operation*	*Written*	*Ongoing per site*	
11	*Documentation*	*Written*	*Ongoing*	
12	*System Training*	*Written/Training*	*Ongoing*	
13	*System Implementation Cutover Process*	*Written*	*Ongoing*	
14	*Project Close Out*	*Meeting*	*June 2009*	
15	*Completion of Warranty Period*	*Meeting*	*June 2010*	*15% Holdback*
16	*Maintenance*	*Annual Support*	*July 2010*	*$22,500*
17	*Maintenance*	*Annual Support*	*July 2011*	*$23,400*
18	*Maintenance*	*Annual Support*	*July 2012*	*$24,336*
19	*Maintenance*	*Annual Support*	*July 2013*	*$25,309*

20	*Maintenance*	*Annual Support*	*July 2014*	*$26,322*
21	*Maintenance*	*Annual Support*	*July 2015*	*$27,375*
22	*Maintenance*	*Annual Support*	*July 2016*	*$38,304*
23	*Maintenance*	*Annual Support*	*July 2017*	*$39,836*
24	*Maintenance*	*Annual Support*	*July 2018*	*$41,429*
25	*Maintenance*	*Annual Support*	*July 2019*	*$43,086*
26	*Maintenance*	*Annual Support*	*July 2020*	*$44,809*
27	*Maintenance*	*Annual Support*	*July 2021*	*$46,601*

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
AUTOMATED FUEL MANAGEMENT SYSTEM
CONTRACT 2008-009A-PART 2.1
CONTRACT AMENDMENT

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

Orpak USA, Inc.

Signature

Date: 05/11/2016

SHLOMO SLOTWINER
Name

PRESIDENT
Title

Corporate Signature Notarized:

STATE OF NEW JERSEY COUNTY OF BERGEN

On this the 11TH day of MAY, 2016, before me, SHLOMO SLOTWINER, the undersigned Officer SHLOMO SLOTWINER personally appeared and acknowledged her/himself to be the PRESIDENT, of ORPAK USA INC., a corporation, and that she/he, as such SHLOMO SLOTWINER 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 PRESIDENT.

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

Notary Public/Justice of the Peace

My Commission Expires: 11-17-16

Vito J Cantatore
Notary Public, New Jersey
My Commission Expires 11-17-16

NH Department of Transportation

Date: 5/17/16

David Rodrigue
Director of Operations
NH Department of Transportation

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

Date: 5/31/16

State of New Hampshire, Department of Justice

Approved by Governor and Council

Date"

Initial all pages
Vendor Initials SS

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 Orpak USA Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 10, 2008. 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 10th day of May, A.D. 2016

William M. Gardner
Secretary of State

ORPAK USA Orpak USA, Inc. 100 First St. Suite 200, Hackensack, NJ 07601
Phone: (201) 441-9820, Fax: (201) 441-9830 • www.orpakusa.com

CERTIFICATE

I, Hemi Shtral, do hereby represent and certify that:

(1) I am Director/Secretary of Orpak USA, 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 signature of Shlomo Slotwiner 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.

(5) 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 Director/Secretary of the Corporation and have affixed its corporate seal this May 11, 2016.

Hemi Shtral - Director/Secretary

(SEAL)

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this the 11 day of May 2016, before me,

Hemi Shtral, personally appeared and acknowledged her/himself

to be the Director/Secretary , of Orpak USA, 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
State of New Jersey
Vito Cantatore
My Commission expires: Nov.17, 2016

ORPAK-1 OP ID: SC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2016

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

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

PRODUCER
Brown and Brown Metro Inc
P.O. Box 369
Roseland, NJ 07068-0369
Richard Adelson

CONTACT NAME: Richard Adelson
PHONE (A/C, No, Ext): 973-549-1900 FAX (A/C, No): 973-549-1000
E-MAIL ADDRESS: radelson@bbmetro.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb Insurance Co. NJ	20281
INSURER B : Federal Insurance Co.	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ORPAK USA, Inc.
100 First Street, Suite 200
Hackensack, NJ 07601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35875487	03/01/2016	03/01/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						Emp Ben.	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79868153	03/01/2016	03/01/2017	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71734583	03/01/2016	03/01/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NHDEPTO

NH Dept. of Transportation
Labor Compliance Unit
95 Pleasant Street
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CI NJ A02 10 11

NEW JERSEY CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder:	Named Insured:
NH DEPT OF TRANSPORTATION - LABOR COMPLIANCE UNIT 7 HAZEN DR CONCORD, NH USA 03302	ORPAK USA INC 100 1ST ST STE 200 HACKENSACK NJ 07601

Automobile Liability

Insurer Name: Allstate Insurance Company

Policy Number: 048763572

	1 -- Any Auto		2 - Owned Autos Only		3 – Owned Priv. Pass. Autos Only
	4 -- Owned Autos Other Than Priv. Pass. Autos Only	X	5 - Owned Autos Subject to No Fault		6 – Owned Autos Subject to a Compulsory UM Law
X	7 -- Specifically Described Autos	X	8 - Hired Autos Only	X	9 – Nonowned Autos Only

Policy Effective Date : 01-01-2016 **Policy Expiration Date:** 01-01-2017

Limits of Insurance:	$2,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident

Description of Operations/Locations/Vehicles/Endorsements/Special Provisions

Interested Party Type: Additional Insured - All Other

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.

IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer:	
DANIEL DALY	
Authorized Representative:	Date: 11-20-15

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Additional Insured Copy

Allstate.
You're in good hands.

POLICY NUMBER: 048763572

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ORPAK USA INC

Endorsement Effective Date: 01-01-2016

SCHEDULE

Name Of Person(s) Or Organization(s):
NH DEPT OF TRANSPORTATION - LABOR COMPLIANCE UNIT
7 HAZEN DR
CONCORD, NH USA 03302

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

Additional Insured Copy

New Hampshire DOT

George N. Campbell
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C Approved Aug. 13, 2008
Agenda #177

Jeff Brillhart, P.E.
Assistant Commissioner

July 28, 2008

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

Bureau of Fuel Distribution

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Orpak USA, Inc. (Vendor Code #135440) of Hackensack, New Jersey, 07601, in the amount of $1,810,431.00 for the purpose of upgrading and updating the Department's computer software based Fuel Management System effective upon Governor and Council approval through June 30, 2016.

Funds are available in the following accounts for State Fiscal Year (SFY) 2009 and are anticipated to be available in SFY 2010 through SFY 2016 upon the availability and continued appropriation of funds in future operating and capital budgets as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified:

SFY	Account Number	Description	Amount
2009	030-096-0561-034-0151	100% Capital Funds	$800,000.00
2009	015-096-3005-030-0305	100% Highway Funds	$50,000.00
2009	015-096-3005-030-0311	100% Highway Funds	$960.00
2009	015-096-3198-048-0226	100% Agency Income	$111,134.00
2009	030-096-0558-034-0151	100% Capital Funds	$122,067.00
2009	030-096-0559-034-0151	100% Capital Funds	$77,028.00
2010	015-096-3198-024-0230	100% Agency Income Software support and maintenance	$22,500.00
2011	015-096-3198-024-0230	100% Agency Income Software support and maintenance	$23,400.00
2012	015-096-3198-024-0230	100% Agency Income Software support and maintenance	$24,336.00
2013	015-096-3198-024-0230	100% Agency Income Software support and maintenance	$25,309.00
2014	015-096-3198-024-0230	100% Agency Income Software support and maintenance	$26,322.00
2015	015-096-3198-024-0230	100% Agency Income Software support and maintenance	$27,375.00
xxxx	030-096-xxxx-xxx-xxxx	Capital Budget (to be determined)	$500,000.00
		TOTAL:	$1,810,431.00

BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD ACCESS: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

EXPLANATION

The Department of Transportation seeks to procure services to provide and install a new Fuel Management System (FMS) that would include hardware, operating system, database, and proprietary fuel management software, to either replace or upgrade current components of an existing 20+ year-old Fuel Distribution System. New system components would include:

- Thirty-three (33) fully automated fuel sites including Tank Level Sensor (TLS) devices with technological capabilities to send environmental alarms and interface to the Fuel Management System (FMS).
- One (1) Compressed Natural Gas (CNG) fully automated fuel site with technological capabilities to interface to the Fuel Management System (FMS).
- Three (3) partially automated high volume fuel sites with the capability of capturing fuel transactions and transmitting totalizers and dipstick readings; and
- Automated solutions to upgrade twenty (20) existing non-automated, manual sites with interfaces into the Fuel Management System. These manual sites are currently a key lock system and are manually controlled when communicating with the central computer.

The vendor will be responsible for all aspects of the project, including, but not limited to: the design, development, installation, implementation, testing, training, and support of the automated Fuel Management System. Work includes site preparation and installation of fuel control terminals, modification, and configuration of tank level sensing equipment, and services to include software customization for the automated Fuel Management System and the development of new inbound and outbound interfaces with other State applications (NH FIRST and Fleet Management).

The current existing Fuel Distribution System consists of outdated hardware, software, dial-up telecommunication, fuel tanks, tank level sensing equipment, fuel pumps and piping, fuel control terminals, phone lines, modems, and a central computer system running proprietary software that is no longer able to be supported due to system limitations and an inability to procure hardware replacement parts.

The vendor selection process employed by the DOT for this contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, and all applicable Federal laws. The DOT received State approval to release RFP 2008-009, Automated Fuel Management System, in January 2008.

A long list of consulting firms was developed from a Request for Information, which the Department had previously released, requesting information on what was available for Fuel Management System software. The following firms expressed interest and submitted formal proposals:

Consultant Firm	Office Location
CoenCorp Consultant Corporation, Inc.	Brossard, Quebec
Maximus Asset Solutions	Wayne, PA
Multiforce Systems Corporation	Princeton, NJ
Orpak USA, Inc.	Hackensack, NJ
Syn-Tech Systems, Inc.	Tallahassee, FL
Trak Engineering, Inc.	Tallahassee, FL
U-Con Systems Corporation	Lynwood, WA
EJ Ward, Inc.	San Antonio, TX

A vendor conference was held on February 5, 2008 to review the scope of work outlined in the RFP and provide vendors an opportunity to ask questions or clarify overall requirements. The proposals subsequently were received on March 17, 2008 and firms were then rated based upon the selection criteria contained within the RFP, their formal presentations, and the findings from hands-on demonstrations to the Selection Committee. The Selection Committee consisted of the William Dusavitch, Fuel Distribution Supervisor (2 years of experience in Fuel Distribution), Barbara Tors, a Business Systems Analyst, (10 years of experience in Fuel Management), Willard Campbell, the Mechanical Services Assistant Administrator, (5 years experience in Fleet Management, 36 years with the Department of Transportation), Leo Gerrior, an OIT Technical Support Specialist, (14 years experience in Information Technologies), and Dane Prescott, the IT Leader for the Office of Information Technology at the Department of Transportation, (34 years of experience in Information Systems).

Criteria For Selection	Relative Weight
Proposed Fuel Management System Solution	40%
Vendor Technical, Service and Project Management Expertise	10%
Vendor Company Qualifications – Background, Staffing Qualifications and Experience	10%
Solution Cost (Rates and Pricing)	40%
Total Weight	**100%**

Total Points 1000

Firm	Score as rated by Selection Committee 1000 Possible Points	Overall Rank
Orpak USA	782.4	1
EJ Ward	697.0	2
Coencorp	692.2	3
MultiForce	661.2	4
U-Con	539.4	5
Trak	518.0	6
Syn-Tech	507.0	7
Maximus	492.8	8

Orpak USA, Inc. was selected and is highly regarded in the field of Fuel Management Systems (FMS). Their FMS software has been implemented worldwide in 30 countries with more than 9,500 fuel stations and 1.8 million vehicles.

The benefits of FMS to the Department will be an improved Fuel Management System, improved tank level sensors, increased reliability, real-time data availability, expandability (customers and sites), elimination of social security numbers as a controlling data field, and ability for automation of fuel sites that are currently manual key lock systems resulting in a better-managed system. This should directly provide an ability to improve environmental conditions at all automated fueling locations and improve accounting at all fueling locations.

Purchase of the proposed products and services meets the Department's critical business needs and provides the following key services:

- Fuel Management Software licensing - FuelOMat Enterprise edition at central office,
- Database conversion services – existing EJ Ward system to Orpak FuelOMat,
- Fuel Site Subsystem – SiteOmat at 36 automated field locations,
- Fueling Access Devices – Mifare tags are contact-less keys allowing fuel site authorization and a Vehicle Bus Information System that provides vehicle authorization and vehicle diagnostic information,
- Ongoing software support, telephone support, and maintenance services for 6 years beyond the initial one year warranty period.

Orpak USA, Inc. has agreed to furnish the required services, including six (6) years of maintenance, for a total amount not-to-exceed $1,810,431. Of this $1,810,431 contract amount, $77,028 (account 030-096-0559-034-0151) is for new fuel control terminals to be paid out of existing fueling site reconstruction contracts, previously approved by the G&C on March 26, 2008, Items #173, #174, and #181. The hourly rates, software, and annual software maintenance and technical support expenses are commensurate with the complexity and the scope of engineering and technical services to be furnished. The Department believes such a contract would provide the least cost method to acquire these services and would result in the best product for the State.

The contract would be in effect from the date of Governor and Council approval through June 30, 2016. The Fuel Management System project is included as initiative - #8, Fuel Replacement System, in the Agency's Information Technology Plan (AITP). The AITP was submitted to the Office of Information Technology on February 4th, 2008.

The agreement has been approved by the Attorney General as to form and execution. The Department has certified that the necessary funds are available for SFY 2009. 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,

for George N. Campbell
Commissioner

GNC/dep