



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



16

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Traffic
July 17, 2014

Retroactive
So the same

REQUESTED ACTION

1.) Authorize the Department of Transportation to enter into a RETROACTIVE SOLE SOURCE contract amendment with Miovision Technologies Incorporated (vendor #218828) Ontario, Canada, (Miovision) for software usage/download hours by increasing the contract amount by \$129,584 from \$65,985 to \$195,569, effective upon Governor and Council approval through June 30, 2017. The original agreement was approved by Governor and Council on December 14, 2011, Item #122. 100% Federal Funds.

Funding is available as follows for FY 2015 and is contingent upon the availability and continued appropriation of funds for FY 2016 and FY 2017.

Table with 4 columns: Item Description, FY 2015, FY 2016, FY 2017. Row 1: 04-96-96-962515-2944 SPR Planning. Row 2: 046-500463 Eng Consultants (non-benefit) with values \$43,200, \$43,200, \$43,184.

2.) Further, authorize to amend the contract's completion date from June 30, 2014 to June 30, 2017, effective upon Governor and Council approval.

EXPLANATION

This contract amendment is RETROACTIVE due to the required time to obtain vendor documents, and is requested for continued proprietary software usage by the NH Department of Transportation Bureau of Traffic. Due to the extension of the contract amount exceeding the allowable 10% increase this is considered a SOLE SOURCE request. The Bureau of Traffic is not aware of any comparable hardware/software package that: can be deployed in a mobile manner; that can provide the same data collection elements offered by this product; and has a self-contained power unit (rechargeable batteries). Further, the Miovision software is completely compatible with hardware units already purchased by the Department. The Bureau of Traffic has found the vendor qualified to perform the work.

The original contract approval was based on a solicitation for bids, accomplished through the Department of Transportation, utilizing the Department of Administrative Services Bid website. The original contract was a single bid and was from Miovision in the amount of \$65,985.00.

Said software usage, as well has hardware purchased under the original contract, will continue to be used to support the Department's Traffic Monitoring System, and is critical to delivering many of the traffic data collection requirements mandated by the Federal Highway Administration (FHWA) and to comply with federal law and regulations, specifically 23 USC 315 and 23 CFR 1.5.

In addition, the Department of Transportation has been charged with supplemental post-construction data collection associated with the Memorial Bridge re-construction (Portsmouth-Kittery 13678F). Per FHWA

guidelines stipulated in the TIGER II Grant (No. C-02, Appendix D) for that project, said monitoring must include motorized and non-motorized (bicycles and pedestrians) elements; the Miovision hardware/software package is the only data collection equipment owned by the Department of Transportation that is capable of fulfilling this requirement.


This software and equipment provides accurate traffic volume, turning movement counts at intersections, and bicycle and pedestrian data. The equipment is mobile, and can be set up in minutes by one employee and collect traffic data for several days, a task once performed by a full time position that has been eliminated. The video image is used exclusively to count and classify motorized and non-motorized traffic. It is a low resolution, grainy image that would be of no value for identifying specific vehicles or persons.

Attached is a copy of the DOIT approval letter supporting the contract amendment. All other provisions of the agreement shall remain in effect.

The Contract has been approved by the Attorney General as to form and execution; and the Department has certified 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' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

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

Christopher D. Clement, Sr.
Commissioner

CDC:kmh



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

May 22, 2014

Christopher D. Clement, Sr.
Commissioner
State of New Hampshire
Department of Transportation
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an Contract Amendment with Miovision Technologies, Inc., Kitchener, Ontario, Canada, vendor # (218828) (MioVision), as described below and referenced as DoIT No. 2011-038A.

This amendment is for continued proprietary software usage by the NH Department of Transportation Bureau of Traffic. The software as well as the hardware purchased under the original contract will continue to be used to support the Department's Traffic Monitoring System and is critical to delivering many of the traffic data collection requirements mandated by the Federal Highway Administration and to comply with federal law and regulations. In addition, this system will be required to collect data associated with the Memorial Bridge re-construction. Upon Governor and Executive Council approval, the new end date will be June 30, 2017 and the new contract amount will be \$195,569.

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

Sincerely,

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

Peter C. Hastings

PCH/dcp
OIT 2011-038

cc: Gail Hambleton, IT Leader, Department of Information Technology for Department of Transportation

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC STUDIES VIDEO COLLECTION UNITS
MIOVISION
DOT CONTRACT # 4001919
CONTRACT AMENDMENT 1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #4001919, on December 14, 2011, Item #122 (herein after referred to as the "Agreement"), Miovision, (hereinafter referred to as the "Vendor"), agreed to supply certain products and 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, the Completion Date in Section 1.7 of form P-37 is June 30, 2014;

WHEREAS, the Price Limitation in Section 1.8 of form P-37 is \$65,985, and Exhibit A describes the Contract Deliverables, and Exhibit B describes the Price and Payment Schedule;

WHEREAS, pursuant to the Agreement, Part 2, Section 1.3: *Contract Term*, and the provisions of the Agreement, the Agreement may be extended, modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department wishes to exercise a Contract extension option, by increasing the time of the Contract period and the Contract amount, the Department and the Vendor seek to clarify the Agreement.

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

WHEREAS, the Department has available funds;

RESOLVED, that the Agreement be amended as follows:

- A. Section 1.7, Completion Date, of Form P-37 to read, "June 30, 2017".
- B. Section 1.8, Price Limitation, of Form P-37 to read, "\$195,569".
- C. Exhibit A (Contract Deliverables), Sections 1 and 2, be revised to show a total of 10,120 hours of Software Usage/Video Download hours (originally 3,000 hours).
- D. Exhibit B (Price and Payment Schedule), Sections 1.1 and 2, be revised to show a total of \$195,569

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC STUDIES VIDEO COLLECTION UNITS
MIOVISION
DOT CONTRACT # 4001919
CONTRACT AMENDMENT 1**

EXHIBIT A – CONTRACT DELIVERABLES (AMENDED)

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Miovision shall provide the State with the Miovision System (3 (three) Video Collection Units (VCU's); 3 (three) Pole Mounts; up to **10,120 (ten-thousand one-hundred twenty)** hours of Software Usage/Video Download hours; and up to 8 (eight) hours of Technical Support/Training), which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, Miovision shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the item or System, in whole or in part, through completion of Contract and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Table 1 – Detailed Deliverables Schedule

Description	Type	Unit	Quantity	Date
Tech Products				
Video Collection Unit Hardware		ea	3	30 Days after Contract Approval
Pole Mounts	Hardware	ea	3	30 Days after Contract Approval
Application Products				
Software				
Usage/Video Download Hours	service	hour	10,120	As Required
Technical Support	service	hour	8	As Required

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC STUDIES VIDEO COLLECTION UNITS
MIOVISION
DOT CONTRACT # 4001919
CONTRACT AMENDMENT 1

EXHIBIT B – PRICE AND PAYMENTS SCHEDULE (AMENDED)

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling **\$195,569** for the period between the Effective Date through **June 30, 2017**. Miovision shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Miovision to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 1 – Detailed Deliverables Pricing.

Description	Type	Unit	Price	Quantity	Net Price
Tech Products					
Video Collection Unit	Hardware*	ea	\$3,070	3	\$ 9,210
Pole Mounts	Hardware*	ea	\$725	3	\$ 2,175
Application Products					
Software					
Usage/Video					
Download Hours	service	hour	\$18.20	10,120	\$184,184
Technical Support	service	hour	no charge	8	\$ 0
Grand Sub Total					\$195,569

*Hardware (Video Collection Units and Pole Mounts) already received by NHDOT under original Agreement.

2. TOTAL CONTRACT PRICE

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 **\$195,569** (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Miovision for all fees and expenses, of whatever nature, incurred by Miovision 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC STUDIES VIDEO COLLECTION UNITS
MIOVISION
DOT CONTRACT # 4001919
CONTRACT AMENDMENT 1

NHDOT Contract # 4001919 – Traffic Studies Video Collection Units

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #4001919	Original Contract	December 14, 2011 to June 30, 2014	\$ 65,985
Amendment 1	First Amendment (1)	From Gov. & Council approval to June 30, 2017	\$ 129,584
	CONTRACT TOTAL		\$ 195,569

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.

Miovision Technologies, Inc.

By: 

Date: 05/08/14

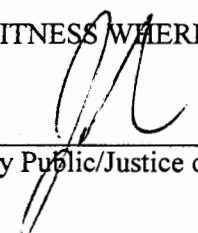
Title: CEO

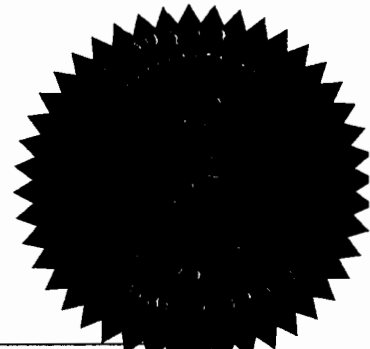
STATE OF ONTARIO

COUNTY OF WATERLOO

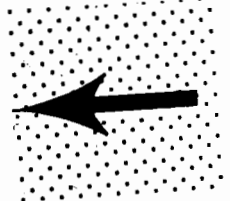
On this the 8TH day of MAY, 2014, before me, JONATHAN M. DUNN, the undersigned Officer, personally appeared KURTIS McBRIDE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained.

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


Notary Public/Justice of the Peace



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TRAFFIC STUDIES VIDEO COLLECTION UNITS
MIOVISION
DOT CONTRACT # 4001919
CONTRACT AMENDMENT 1



NH Department of Transportation

By: *Mr. F. J. [Signature]*
Title: *Director of Operations*

Date: *5/23/14*

Approved by the Attorney General

By: *M. N. W. [Signature]*
Title: *Assistant Attorney General*

Date: *6/16/14*

Approved by Governor and Council

By: _____
Title: _____

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 Miovision Technologies Incorporated a(n) Ontario, Canada corporation, is authorized to transact business in New Hampshire and qualified on September 2, 2011. 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 28th day of April, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Anthony Brijpaul, Secretary, hereby certify that I am the duly elected Secretary of Miovision Technologies Incorporated (the "corporation").

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on Date, at which a quorum of the Board was present and voting.

DULY VOTED:

As hereby noted per vote of the corporation's Board of Directors on October 9, 2007, Kurtis McBride, with the title of President, is authorized to execute on behalf of said corporation all legal contractual documents, leases, or other agreements for the benefit of said corporation.

I hereby certify that said vote has not been amended or repealed, remains in full force and effect as of May 8, 2014.

Date: May 8, 2014

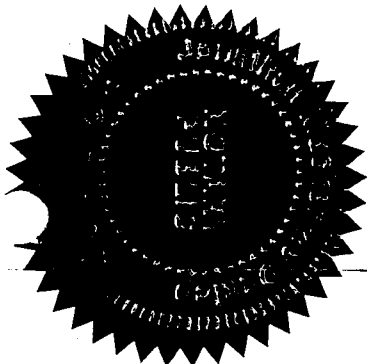
Attest:
(Secretary)




Province of: Ontario
Region of: Waterloo

On this the 8th day of May before me, the undersigned Notary Public, Jonathan M. Dunlop, personally appeared Anthony Brijpaul who acknowledged himself that he, as Secretary of Miovision Technologies Incorporated, and that he being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

In witness whereof I hereunto set my hand and official seal





Notary Public
Commission Expires: N/A (attorney)

RESOLUTION OF THE DIRECTORS
OF
MIOVISION TECHNOLOGIES INCORPORATED
(the "Corporation")

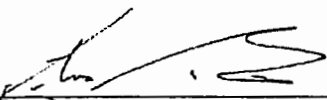
Appointment of Officers

RESOLVED THAT the following persons are appointed to the offices set opposite their names below, to hold such offices for the ensuing year or until their respective successors are appointed or his resignation is received by the Corporation, subject to the Corporation's by-laws or resolutions:

<u>Name</u>	<u>Office</u>
Kurtis McBride	President
Anthony Ishwar Brijpaul	Secretary
Kevin Mark Madill	Vice-President

The foregoing resolution is consented to by all the directors of the Corporation pursuant to the *Business Corporations Act*, as evidenced by the signatures below.

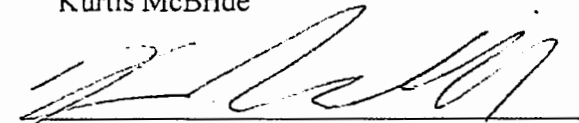
DATED as of October 9, 2007.



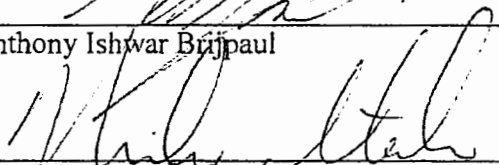
Kurtis McBride



Anthony Ishwar Brijpaul



Kevin Mark Madill



Michael J. Stork

K0537736\WAT_LAW 287608\1

I, Jonathan Mackenzie Dunlop, a notary public,
Province of Ontario, certify and attest that
this copy is a true copy of the original
document which was produced and shown
to me this 9th day of October 2007.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
06/25/2014

BROKER



Cowan Insurance Group Ltd.
705 Fountain Street North
PO Box 1510
Cambridge, ON N1R 5T2
Jolanda Palach
PHONE: 519-650-6360 FAX: 519-650-6366

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.

Company A	Chubb Insurance
Company B	
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS

Mivision Technologies Inc.
148 Manitou Drive
Kitchener, ON N2C 1L3

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, not withstanding 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.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	35997256	06/30/2014	06/30/2015	EACH OCCURRENCE	\$ 2,000,000	
					GENERAL AGGREGATE	\$ 10,000,000	
					PRODUCTS - COMP/OP AGGREGATE	\$ 2,000,000	
					PERSONAL INJURY	\$ 2,000,000	
					EMPLOYER'S LIABILITY	\$ 2,000,000	
					TENANT'S LEGAL LIABILITY	\$ 1,500,000	
					NON-OWNED AUTOMOBILE	\$ 2,000,000	
					HIRED AUTOMOBILE	\$ 2,000,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> <small>**ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY PROPERTY DAMAGE COMBINED	\$		
				BODILY INJURY (Per person)	\$		
				BODILY INJURY (Per accident)	\$		
				PROPERTY DAMAGE	\$		
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	A	79889390	06/30/2014	08/30/2016	EACH OCCURRENCE	\$ 5,000,000	
					AGGREGATE	\$ 5,000,000	
OTHER (SPECIFY)						\$	
						\$	
						\$	
						\$	
						\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ ADDITIONAL INSURED

.....

CERTIFICATE HOLDER

New Hampshire Department of Transportation
18 Smokey Bear Blvd., PO Box 483
Concord, NH 03302-0483

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 TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Per: _____



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Traffic
October 25, 2011

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Traffic, to enter into a Contract with Miovision Technologies, Inc., Kitchener, Ontario, Canada, vendor # (218828), on the basis of a low bid in an amount not to exceed \$65,985.00 for providing three (3) Traffic Video Collection Units (VCUs); three (3) Pole Mounts for said VCUs; and up to three-thousand (3,000) hours of software usage/video download hours, effective upon Governor and Council approval, through June 30, 2014. 100% Federal Funds.

Funding is available as follows for FY 2012 and FY 2013. Funding for FY 2014 is contingent upon the availability and continued appropriation of funds.

	<u>FY 2012</u>	<u>FY 2013</u>	<u>FY 2014</u>
04-96-96-962015-3022 SPR Planning 030-500311 Equipment New	\$29,585	\$18,200	\$18,200

EXPLANATION

This contract is requested for traffic data study equipment and associated software usage, through the NH Department of Transportation Bureau of Traffic. Said equipment and software usage will be used to support the NH Department of Transportation Traffic Monitoring System, and will also be used to support traffic data collection requirements of the Federal Highway Administration to comply with federal law and regulations, specifically 23 USC 315 and 23 CFR 1.5. This equipment provides accurate traffic volume and turning movement counts at intersections. It can be set up in minutes by one employee and collect traffic data for several days, a task once performed by a full time position that has been eliminated. The video image is used exclusively to count and classify intersection traffic. It is a low resolution, grainy image that would be of no value for identifying specific vehicles or persons.

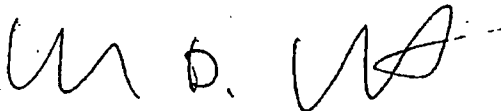
The solicitation for bids was accomplished through the Department of Transportation, utilizing the Department of Administrative Services Bid website. Attached is a copy of the bid results. The Bureau of Traffic finds this bid to be reasonable and the vendor qualified to perform the work.

Attached is a copy of the DOIT approval letter.

This 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 Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", with a stylized flourish at the end.

Christopher D. Clement, Sr.
Commissioner

CDC:kmh