



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Assistant Commissioner

November 10, 2015
Bureau of TSMO

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

REQUESTED ACTION

Authorize the Department of Transportation enter into a **SOLE SOURCE** and **RETROACTIVE** Memorandum of Agreement with Iowa Department of Transportation (Vendor #177741), Ames, Iowa to provide the State's share of the operational costs totaling \$161,350.00 for the 511 Travel Information web services from October 1, 2015 through June 30, 2016. 100% Federal Funds.

Funding is available as follows:

	<u>FY 2016</u>
04-096-096-963515-3054	
Consolidated Federal Aid	
103-502664 Contracts for Operational Serv	\$161,350.00

EXPLANATION

On May 15, 2003 New Hampshire formally began participation in a Tri State program with Vermont and Maine to provide a 511 Traveler Information System to the public. Governor and Council approved New Hampshire's participation on June 25, 2003 (Item #496) to support the CARS-511 system (Condition Acquisition and Reporting System) and the program has been ongoing ever since. The Memorandum of Agreement with Iowa Department of Transportation is a **sole source** request because the Maintenance and Operation of the CARS Traveler Information System (TIS) is part of a multi-state initiative where Iowa DOT is the lead agency. The Department has a contract period with IOWA that starts on October 1st of any given Federal fiscal year. Due to document review and processing in IOWA, this contract did not arrive in New Hampshire until late October, which makes this contract **retroactive** starting October 1, 2015.

Services through the years for this program have included the CARS-511 Interactive Voice Phone System, Call Center Hosted Services, Traveler Web Page, Mobile Service and Road Condition Reporting System as well as a real time data transfer of all CARS data into the Google Hub.

Currently the NHDOT pays for only web-based services, which include the Webpage, the Roadway & Weather Condition Reporting System and the Google Data Hub Transfer System. This year we have been able to merge the Google Hub Data Transfer which occurs from the Department's Traffic Management System with the CARS data. This merge has reduced the overall M&O costs for both systems by \$50,000.

These web services provide citizens, tourists, travelers and commercial vehicle operators with information on local attractions and services combined with relevant (real time) information on traffic, highway construction and weather conditions. The 511 Traveler Information Service averages approximately twenty thousand website visits per month with the exception of weather events, when the number of visits easily exceeds 50,000 visits per event. When factoring in the number of visits per month, the 511 site is the most viewed site of all NHDOT webpages.

The Iowa Department of Transportation will invoice the New Hampshire Department of Transportation for the State's share of the operating costs.

This project is 80% Federal Aid funds with a 20% State match. Turnpike Toll Credit is being utilized for match requirement, effectively using 100% Federal funds.

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on May 27, 2015, approved the request of the Department of Transportation, Bureau of Transportation Systems Management and Operations (TSMO), to use up to \$50,000 of Turnpike Toll Credit, based on estimated costs of \$250,000, to meet funding match requirements for a Statewide project for TSMO as specified in the request dated April 16, 2015.

The agreement 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 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 agreement is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victoria F. Sheehan', with a stylized flourish at the end.

Victoria F. Sheehan
Commissioner

STATE OF NEW HAMPSHIRE MEMORANDUM OF AGREEMENT

This agreement is between the State of New Hampshire, acting through its Commissioner of Transportation (hereinafter "NHDOT") and State of Iowa ("IADOT").

Recitals

NHDOT is in need of a cooperative agreement to continue the operation and maintenance of the CARS-511 system (Condition Acquisition and Reporting System (CARS)). The CARS-511 system is part of a multi-state initiative consisting of the States of Iowa, Idaho, Indiana, Kentucky, Louisiana, Maine, Minnesota, Nebraska, New Hampshire, New York State Thruway Authority, Rhode Island and Sacramento Area Council of Governments (SACOG).

Agreement

1 Term of Agreement

1.1 *Effective date:* October 1, 2015

1.2 *Expiration date:* June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

IADOT will serve as the lead agency for the CARS-511 Project. As lead agency, IADOT will manage activities, coordination and oversight of the CARS-511 Project, and contract with other participants for receipt and expenditure of federal and other funds. As such, NHDOT and IADOT agree to complete the following activities under the terms of this agreement:

2.1 Operation & Maintenance of the 511 System – Operate and Maintain the New Hampshire 511 system through the CARS Hosted Centers jointly owned by the partnering states. This will consist of providing 24 hour, 7 day per week support for the software and hardware systems throughout the term of this agreement.

3 Scope of Work

As a participant in the CARS-511 System, IADOT will provide NHDOT with the services as outlined in the Tasks listed below. These will define the CARS Program Scope of Work. It is noted that with on-going multi-state cost sharing, total estimated costs shall not exceed the sum defined in this agreement; but the major work tasks may be modified or reduced to take advantage of work already done in another consortium state.

3.1 Task One: New Hampshire plans to operate the 511 systems on a shared hosting basis. The modules and estimated costs are listed below:

Module	FY 2016
CARS 4	\$59,500
CARS Web	\$30,750
CARS ATMS Hub	\$30,600
CARS RWIS	\$20,500
Total	\$141,350

3.2 Task Two: Hardware Platform Upgrades proposed for the current CARS system are estimated to cost \$17,500 in FY 2016. This is the NH share of the consortium's equipment plan.

3.3 Task Three: Shared Program Support for the CARS Annual Summit. This is the NH share for the consortium's annual summit, which is estimated to cost \$2,500.

4 Payment

Payment will be issued as invoiced by IADOT. The estimated obligation of NHDOT for operation and support of the CARS-511 under the tasks listed above is \$141,350 for the FY 2016 and the total obligation of NHDOT under this agreement will not exceed \$161,350.

5 Authorized Representatives

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

NHDOT's Authorized Representative is William Cass, P.E., Assistant Commissioner, New Hampshire Department of Transportation, John O. Morton Building Room 1, P.O. Box 483, Concord, NH 03301-0483, (603) 271-3734, or his/her successor.

IADOT's Authorized Representative is Scott Marler, Iowa Department of Transportation, Highway Division, Director of Office of Traffic Operations, 800 Lincoln Way, Ames, IA 50010, (515)-239-1040.

6 Assignment

IADOT may neither assign nor transfer any rights or obligations under this agreement without prior consent of NHDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7 Amendments

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes all agreements or contracts previously entered into between the parties. No representatives were made or relied upon by either party, other than those that are expressly set forth. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8 Severability

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9 Contract Complete

This agreement contains all negotiations and agreements between NHDOT and IADOT. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

10 Liability

Each party is responsible for its own acts and omissions and the results thereof to the extent provided by law. The liability of New Hampshire is governed by New Hampshire Law, including but not limited to, RSA 541-B. The liability of Iowa is governed by Iowa Code Chapter 669.

11 State Audits

As may be required under New Hampshire law, IADOT's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

12 Right-to-Know Law

IADOT and NHDOT must comply with the New Hampshire Right-to-Know Law, RSA 91-A, as it applies to all data

provided by the NHDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the IADOT under this agreement.

If IADOT receives a request to release the data referred to in this Clause, IADOT must immediately notify the NHDOT. NHDOT will give IADOT instructions concerning the release of the data to the requesting party before the data is released.

13 Remedies for Disagreements

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation cannot be reached within thirty days, the parties will submit the issues to a mutually agreed upon qualified mediator. The parties of this Agreement shall share the cost of mediation equally.

14 Discrimination

14.1 The IADOT and NHDOT agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1948, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title XI of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.

14.2 The IADOT and NHDOT agree not to discriminate in their respective employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation and disabilities.

14.3 Any act of discrimination committed by the IADOT or NHDOT, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

15 Termination

15.1 *Termination.* NHDOT or IADOT may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

~~15.2 *Termination for Insufficient Funding.* NHDOT may immediately terminate this agreement if it does not obtain funding from the New Hampshire General Court, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to IADOT. NHDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, IADOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. NHDOT will not be assessed any penalty if the agreement is terminated because of the decision of the New Hampshire General Court, or other funding source, not to appropriate funds. NHDOT must provide IADOT notice of the lack of funding within a reasonable time of NHDOT receiving that notice.~~

16 Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the IADOT that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

IN WITNESS WHEREOF, the IADOT and NHDOT have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

IOWA DEPARTMENT OF TRANSPORTATION

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: Scott Maher
Title: Director of Traffic Operations
Date: 10/16/15

By: William Cass
Title: Assistant Commissioner
Date: 11/24/15

Agency's Signature Acknowledgment

This instrument was acknowledged before me this 16th day of October 2015, by Scott C. Marler
(name)
the Director, Office of Traffic Operations and _____
(title) (name)
the _____ of Iowa Department of Transportation
(title) (contractor)



Sheri Raab
NOTARY PUBLIC
My Commission Expires: 10-11-2017

Agency's Signature Acknowledgment

This instrument was acknowledged before me this 24th day of November 2015, by William Cass
(name)
the Assistant Commissioner and _____
(title) (name)
the _____ of _____
(title) (contractor)

[notary stamp]

Dawn M. Dossett
NOTARY PUBLIC
DAWN M. DOSSETT
Notary Public-New Hampshire
My Commission Expires Sept. 28, 2016
My Commission Expires: _____

Approval by the Governor
and Executive Council

By: _____
Title: _____
Date: _____

NEW HAMPSHIRE ATTORNEY GENERAL

Approved as to form and execution

By: John J. Conforti
Date: 12/1/15
John J. Conforti, Atty. General