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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 Rail & Transit
February 1, 2016

REQUESTED ACTION

Authorize the Department of Transportation to enter into transportation vehicle agreements with the sub-grantees listed below in substantially the same form as provided in the attached Exhibit A, effective upon Governor and Executive Council approval through the date the vehicle is disposed. 85% Federal funds, 7.5% State Capital Budget, 7.5% Private/Local Funds.

AGENCY	QTY	ACCESSIBLE BUS	TOTAL COST	FEDERAL FUNDS	STATE FUNDS	LOCAL MATCH
CAP Belknap-Merrimack Counties	1	16 passenger bus	\$96,000	\$81,600	\$7,200	\$7,200
Community Partners	1	12 passenger bus	\$95,000	\$80,750	\$7,125	\$7,125
Grafton County Senior Citizens Council (Upper Valley, Littleton, Mascoma, Linwood)	4	8-9 passenger bus	\$360,000	\$306,000	\$27,000	\$27,000
Homemakers Health Services	1	12 passenger bus	\$95,000	\$80,750	\$7,125	\$7,125
Lamprey Health Care	2	12 passenger bus	\$190,000	\$161,500	\$14,250	\$14,250
Monadnock Adult Care	1	8-9 passenger bus	\$90,000	\$76,500	\$6,750	\$6,750
Tri-County CAP (Coos)	1	8-9 passenger bus	\$90,000	\$76,500	\$6,750	\$6,750
VNA @ HCS	2	16 passenger bus	\$192,000	\$163,200	\$14,400	\$14,400
	13		\$1,208,000	\$1,026,800	\$90,600	\$90,600

Funding is available as follows:

FY 2016

04-96-96-964010-2916

Public Transportation

072-500575 Grants to Non-Profits Federal \$1,026,800

073-500581 Grants to Non-Profits-State \$ 90,600

04-96-96-960030-7977

Public Transit Bus Match

034-500160 Major Equipment \$ 90,600

TOTAL: \$1,208,000

EXPLANATION

Section 5310 of the Federal Transit Act authorizes grants to States to purchase capital equipment for local non-profit sub-grantees that provide transportation services to seniors and individuals with disabilities. The Department of Transportation has been administering this program since its inception, as authorized by RSA 228:71, X and has available FTA Section 5310 funds that will be utilized for this capital equipment purchase. The total purchase price of the capital equipment is estimated to be \$1,208,000, of which 85% is FTA funds (\$1,026,800), 7.5% state capital matching funds (\$90,600), and 7.5% local matching funds (\$90,600). The Department will hold title to the buses until their disposition. These funds are budgeted in the Department's State fiscal year 2016 budget, including prior year funds which are non-lapsing per the provisions of RSA 228:74-a.

The State purchases vehicles using budgeted FTA, state, and local funds, and invoices the receiving non-profit sub-grantees for their 7.5% match. Vehicles will be purchased through the Department of Administrative Services' Bureau of Purchase and Property in accordance with State and Federal requirements. The funds for vehicle purchases will be encumbered upon issuance of purchase orders.

The Department's transportation vehicle agreement with each sub-grantee binds the recipient to Federal and State requirements for use and operation of the vehicle equipment. A copy of the agreement that each recipient sub-grantee will sign prior to receiving its vehicle is attached as Exhibit A.;

The Department uses project selection criteria in its state management plan for FTA programs to screen and select applicants, as follows:

-	The applicant's request has been identified in a capital or locally developed coordination plan.	Y/N
-	Seniors and persons with disabilities have full access to the applicant's services.	Y/N
1	The applicant has successful experience in providing transportation services or the applicant has outlined how the new service will be successful.	15%
2	The applicant shows a willingness to utilize vehicle(s) for coordination in the service area and is involved with Regional Coordinating Council(s) and their activities.	15%
3	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours and costs. New applicants must demonstrate the ability to measure performance and achieve goals.	10%
4	The applicant has the technical capacity to carry out the project and has the financial capacity to provide required match for the project and on-going expenses associated with the project.	15%
5	The applicant identified how the project effectively meets the needs and strategies addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan.	15%
6	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and government	10%
7	The applicant complies with relevant Federal and State regulations, and has a history of compliance with regulations, reporting requirements, and other contract requirements (e.g., maintaining vehicles per OEM guidelines, meeting minimum mileage requirements, timely submission of required reports).	20%

100%

Two separate competitive capital solicitations were held in 2014 and 2015 and all applications submitted were evaluated and approved for funding by NHDOT Bureau of Rail & Transit staff.

Scores and awards from the 2014 solicitation are as follows:

SFY 2014 Applicants	Average Score
Community Partners	86.8%
Grafton County Senior Citizens Council	86.8%
Homemakers Health Services	87.8%
Lamprey Health Care	84.8%
Tri-County Community Action Program	79.5%
VNA @ HCS	89.5%

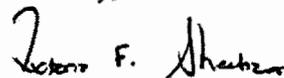
Scores and awards from the 2015 solicitation are as follows:

SFY 2015 Applicants	Average Score
Community Action Programs Belknap-Merrimack Counties, Inc.	80.8%
Grafton County Senior Citizens Council	79.3%
Monadnock Adult Care	76.5%
Tri-County Community Action Program	76.3%

In the time since the vehicle awards have been made, the Department has been working with a consultant to develop vehicle specifications and bid documentation and is now seeking Governor and Council approval to enter into a vehicle agreement with each applicant. The Department and Purchase & Property now have a three-year statewide procurement contract for small accessible cutaway vehicles, which will allow the aforementioned vehicles to be purchased now and subsequent vehicle awards to be exercised expeditiously.

The vehicle agreements, once executed, will be reviewed and 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 agreements will be on file at the Department of Transportation.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachment

The New Hampshire Department of Justice and Department of Transportation, has approved this template for use in the FTA Section 5310 program.

TRANSPORTATION VEHICLE AGREEMENT

THIS AGREEMENT by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and _____, a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at _____.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications;

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State;

WHEREAS, the Department has been authorized to enter into this agreement pursuant to a vote of the Governor and Executive Council on [date], Item # ____.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1

1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit A, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit A following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit A, actual cost to be determined following award of bids for the project equipment.

1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary

to perfect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.

1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is understood and agreed that legal title to such equipment shall be immediately transferred to the State.

Section 2

2.1 No more than 30 days after receiving notification of the cost of the project equipment, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit A. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.

2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular 9070.1G and subsequent revisions.

2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible.

2.4 The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.

2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the State Management Plan, which are hereby incorporated by reference, and the contractor must submit an updated equipment inventory form that includes equipment listed in Exhibit A. If during the term of this Agreement any project equipment is not used in this manner, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.

2.5.1. The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.

2.7 The Contractor shall secure automobile liability insurance for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.

2.8 The Contractor shall implement and carry out a driver training program to include defensive driving, passenger assistance, emergency evacuation procedures, and any other training programs the Department deems necessary.

2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency situation without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital Grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.

4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

Section 5

5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department.

Section 6

6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:

7.1.1 The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;

7.1.2 The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement, would have required the approval of the Department;

7.1.3 The commencement, prosecution or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible or illegal;

7.1.4 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.

8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.

9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and 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 these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

EXHIBIT A

PROJECT EQUIPMENT

QTY	PROJECT EQUIPMENT	VEHICLE NUMBER	TOTAL COST	FEDERAL AMOUNT	AGENCY MATCH	STATE MATCH

EXHIBIT B

PROJECT DESCRIPTION

B.1

Rev. 1/2016

Grantee/Contractor

Signature

Date: _____

Type or Print Name

Title

State of New Hampshire, Department of Transportation

Signature

Date: _____

Type or Print Name

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Signature

Date: _____

Type or Print Name

Title