



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

February 21, 2014
Bureau of Traffic

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

[Signature]
Approved by Fiscal Committee
3/21/14
Date

REQUESTED ACTION

- I. Pursuant to RSA 14:30-a, VI, authorize the New Hampshire Department of Transportation, Bureau of Traffic, Transportation Management Center to accept and expend revenue from the State of Maine (MaineDOT) in the amount of \$624,755 and the State of Vermont (VTrans) in the amount of \$641,819 to fund their portions of the Advanced Transportation Management System (ATMS)/Traveler Information System (TIS) in accordance with the Memorandum of Understanding (MOU) executed by NHDOT, MaineDOT and VTrans effective upon Fiscal Committee and Governor and Council approval through June 30, 2015. 100% Private Local Funds.
- II. Pursuant to RSA 124:15, I, authorize the New Hampshire Department of Transportation to establish consultants for services to develop and operate a regional Advanced Transportation Management System (ATMS)/Traveler Information System (TIS) effective upon the date of Fiscal Committee and Governor and Council approval through June 30, 2015.
- III. Authorize the New Hampshire Department of Transportation, Bureau of Traffic, Transportation Management Center to enter into a Memorandum of Understanding (MOU) with MaineDOT and VTrans to collaboratively procure, design and maintain a Tri-State Advanced Transportation Management System and Traveler Information System to be effective upon Governor and Council approval through June 30, 2015.

04-096-096-963515-3054	FY 2014			FY 2015		
	Current Budget	Requested Change	Revised Budget	Current Budget	Requested Change	Revised Budget
Consolidated Federal						
Expenses:						
018 500106 Overtime	\$190,857	\$0	\$190,857	\$75,000	\$0	\$75,000
020 500200 Current Expense	198,182	0	198,182	48,300	0	48,300
022 500255 Rents-Leases Other than State	28,118	0	28,118	5,000	0	5,000
023 500291 Heat, Electricity, Water	76,307	0	76,307	16,000	0	16,000
024 500225 Maint. Other than Bldg-Grounds	185,034	0	185,034	37,500	0	37,500
025 506467 State Owned Equipment Usage	44,418	0	44,418	0	0	0
026 500251 Organizational Dues	105,250	0	105,250	5,000	0	5,000
030 500311 Equipment	188,310	0	188,310	100,000	0	100,000
038 500175 Technology - Software	85,900	0	85,900	0	0	0
039 500180 Telecommunications	1,500	0	1,500	1,500	0	1,500
041 500801 Audit Fund Set Aside	395,560	0	395,560	0	0	0
046 500463 Consulting	61,102,437	316,644	61,419,081	13,000,000	949,930	13,949,930
049 500294 Transfer to Other State Agency	121,410	0	121,410	0	0	0
050 500109 Personal Services - Temporary	354,749	0	354,749	75,000	0	75,000
052 500104 Masters FICA	1,706	0	1,706	0	0	0
060 500601 Benefits	65,888	0	65,888	20,573	0	20,573
066 500545 Employee Training	19,266	0	19,266	0	0	0
070 500704 In-State Travel	226,805	0	226,805	50,000	0	50,000
080 500710 Out of State Travel	29,591	0	29,591	15,000	0	15,000
400 500870 Construction- Repairs & Materials	270,593,359	0	270,593,359	80,000,000	0	80,000,000
401 500877 Land Interest	92,560,644	0	92,560,644	9,500,000	0	9,500,000
Total	\$426,575,291	\$316,644	\$426,891,935	\$102,948,873	\$949,930	\$103,898,803
Source of Funds						
Revenue:						
000 409151 Federal Funds	\$414,145,648	\$0	\$414,145,648	\$102,336,170	\$0	\$102,336,170
005 402851 Private Local Funds	8,349,622	316,644	8,666,266	612,703	949,930	1,562,633
000 000015 Highway Fund	4,080,021	0	4,080,021	0	0	0
Total	\$426,575,291	\$316,644	\$426,891,935	\$102,948,873	\$949,930	\$103,898,803

EXPLANATION

I. This request is to accept and expend funding with MaineDOT and VTrans for the purpose of developing and operating a regional Advanced Transportation Management System (ATMS) /Traveler Information System (TIS). This procurement will produce a traffic management system and a traveler information system that will provide incident, construction, weather and travel time data to the traveling public seamlessly for events that occur both in individual states as well as cross border events. This Tri-State initiative will develop a system that can provide regional situational awareness with respect to traffic management between the states of Maine, New Hampshire and Vermont.

II. The request for additional funding in class 046 (Consultants) in Accounting Unit 3054 for developing a regional Advanced Transportation Management System (ATMS) /Traveler Information System (TIS). Funding is from Private Local Funds. Consultant will be chosen once funding has been approved.

The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

Consultant:

1. List of personnel involved: Consultants
2. Nature, Need, and Duration: This procurement will produce a traffic management system and a traveler information system that will provide incident, construction, weather and travel time data to the traveling public seamlessly for events that occur both in individual states (Maine, New Hampshire and Vermont) as well as cross border events for five (5) years or for an initial two year term to include three (3) years of maintenance after system acceptance, whichever term is the longer.
3. Relationship to existing agency programs: Enhancement of current system.
4. Has a similar program been requested of the legislature and denied? No, a similar program has not been requested and denied.
5. Why wasn't funding included in the agency's budget request? The need was identified after the budget was established.
6. Can portions of the grant fund be utilized? Not applicable, these are not grant funds.
7. Estimate the funds required to continue this position(s): There are no positions associated with this request.

This request is for the New Hampshire Department of Transportation to enter into a Memorandum of Understanding (MOU) with the States of Vermont and Maine. This MOU will allow for the states to collaborate on the development, governance, interstate operation and maintenance agreements of a three state traffic management system and a traveler information system.

Your approval of this resolution is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

**STATE OF NEW HAMPSHIRE
STATE OF MAINE**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the New Hampshire Department of Transportation (NHDOT) and Maine Department of Transportation (MaineDOT), hereinafter referred to as “the PARTIES”.

WITNESSETH

WHEREAS, the PARTIES collaboratively work together to operate, maintain and enhance the transportation systems in both Maine and New Hampshire, including the provisioning of Intelligent Transportation Systems (ITS) to monitor the transportation system and provide traveler information,

WHEREAS, the PARTIES have previously collaborated within the Tri-State Rural Advanced Traveler Information System (RATIS) project to operate the Condition Acquisition Reporting System (CARS) to provide 511 traveler information,

WHEREAS, the PARTIES have completed Concepts of Operations for an Advanced Transportation Management System,

WHEREAS, the PARTIES desire to collaborate to jointly evaluate design submittals with the intent to procure, operate, and maintain an Advanced Transportation Management System and Traveler Information System (ATMS/TIS), with the ATMS to provide for incident response activities and control of ITS field devices in the States of New Hampshire and Maine, and the TIS to provide for the dissemination of traveler information to motorists within the States of New Hampshire and Maine;

IT IS THEREFORE AGREED as follows:

ATMS/TIS DEVELOPMENT

1. The PARTIES understand and agree that, in the event of an agreement by both parties to procure an ATMS/TIS system, the ATMS contract shall be for a minimum of five (5) years and that, within this contract, the TIS shall be operational for a minimum of three (3) years.
2. The PARTIES understand and agree that, NHDOT and MaineDOT shall actively participate in the evaluation and selection of the ATMS/TIS Vendor.

3. The PARTIES understand and agree that, NHDOT shall be responsible for the supervisory design of the ATMS/TIS, and that NHDOT shall be responsible for the contractual management in supporting the operations and maintenance of the ATMS/TIS.

REQUEST FOR PROPOSAL EVALUATION AGREEMENT

The PARTIES understand and agree that:

1. they will not request or require confidential proprietary information or trade secrets to be included as part of any proposals submitted in response to any RFP issued for the purpose of contracting with a vendor for procurement of an ATMS/TIS, and that proposals submitted in response to such RFP should not be labeled as confidential or proprietary or as a trade secret;
2. any person or entity who determines that it must divulge such information as part of its proposal must submit a signed written statement to that effect and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes;
3. that the offeror claiming confidentiality will be responsible for defending its claims of confidentiality in a court of law, and that MaineDOT will not be held responsible for damages to any person incurred as a result of disclosure of information directed by any court of law; and
4. after the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Maine Freedom of Access Act. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission for the information to be considered exempt from public records requests

OPERATIONAL AGREEMENT

4. In the event of an agreement by both parties to procure an ATMS/TIS system, the PARTIES shall work cooperatively to create and maintain a Memorandum of Agreement on Maintenance and Operations (MOMA) to support this MOU. The Memorandum of Agreement on Maintenance and Operations (MOMA) shall outline the roles and responsibilities of each PARTY including, but not limited to the operations and maintenance of the ATMS/TIS.
5. The Memorandum of Agreement on Maintenance and Operations (MOMA) shall include the establishment of a governing structure to control ATMS/TIS changes, enhancements and funding.
6. The Memorandum of Agreement on Maintenance and Operations (MOMA) shall include representation of additional states that enter into an MOU with the PARTIES to participate in the ATMS/TIS project.

7. The initial Memorandum of Agreement on Maintenance and Operations (MOMA) shall be finalized and signed by the PARTIES no later than the effective date of approval by Governor and Executive Council of the contract.
8. The PARTIES understand and agree that the MaineDOT Commissioner and NHDOT Commissioner will appoint two representatives to develop the Memorandum of Agreement on Maintenance and Operations (MOMA) and support its implementation.

IN WITNESS WHEREOF, MaineDOT and NHDOT, through their undersigned officials, have hereunto affixed their signatures.

NEW HAMPSHIRE
DEPARTMENT
OF TRANSPORTATION

MAINE DEPARTMENT OF
TRANSPORTATION

By:

W. D. WT

Commissioner

Date:

3/11/13

By:

J. B. L. A.

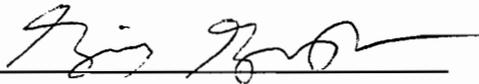
Commissioner

Date:

3/15/13

Approved as to Form:

Dated: 2/7/14



Assistant Attorney General

State of New Hampshire

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**STATE OF NEW HAMPSHIRE
STATE OF VERMONT**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the New Hampshire Department of Transportation (NHDOT) and the Vermont Agency of Transportation (VTRANS), hereinafter referred to as the PARTIES.

WITNESSETH:

WHEREAS, the PARTIES collaboratively work together to operate, maintain, and enhance the transportation systems in both Vermont and New Hampshire, including Intelligent Transportation Systems (ITS) to monitor transportation systems and provide traveler information; and

WHEREAS, the PARTIES have previously collaborated within the Tri-State Rural Advanced Traveler Information System (RATIS) project to operate the Condition Acquisition Reporting System (CARS) to provide 511 traveler information; and

WHEREAS, the PARTIES have ceased operation of CARS until a replacement system is procured; and

WHEREAS, the PARTIES desire to collaborate to jointly evaluate design submittals with the intent to procure, operate, and maintain an Advanced Transportation Management System and Traveler Information System (ATMS/TIS), with the ATMS to provide for incident response activities and control of ITS field devices in the States of New Hampshire and Vermont, and the TIS to provide for the dissemination of traveler information to motorists within the States of New Hampshire and Vermont; and

WHEREAS, in the event the PARTIES agree to procure an ATMS/TIS system, they presently intend their agreement to include terms for the PARTIES or their contractors to operate and maintain the ATMS system for a minimum term of five (5) years and the TIS system for a minimum of three (3) years; and

WHEREAS, the PARTIES presently intend NHDOT to be responsible for contractual management, administration, supporting operation and maintenance of the ATMS/TIS system, for the agreed upon terms for operations and maintenance.

NOW THEREFORE, the PARTIES agree to the following terms and conditions:

ATMS/TIS DEVELOPMENT

NHDOT and VTRANS shall actively participate in the development of requests for proposals (RFP's) and in the selection of an ATMS/TIS vendor from competitive bidders to design an

ATMS/TIS system and shall work with the selected vendor, if any, on the design. Following review of the bids, either party, in its sole discretion and without any legal recourse by the other party, may chose not to select a vendor and may terminate further participation in the development of RFPs or vendor selection.

In the event the PARTIES select a vendor, NHDOT shall be primarily responsible for the supervisory design of the ATMS/TIS system, with VTRANS participation.

NHDOT shall be solely responsible for contracting with and paying any vendor that the PARTIES select. VTrans shall not be a party to the contract between NHDOT and the selected vendor. A separate contract between NHDOT and VTrans will be developed that defines the financial responsibilities between the states.

REQUEST-FOR-PROPOSAL CONFIDENTIALITY

In exercising any of its rights under this MOU to review documents and records pertaining to the pre-award process to select a vendor to perform the design work contemplated in this MOU ("Confidential Information"), VTRANS shall not further disseminate the Confidential Information beyond VTRANS personnel essential to the pre-award process, to the extent VTRANS reasonably determines that this information is exempt from disclosure pursuant to 1 V.S.A. § 317(c)(15). NHDOT shall not consider VTRANS to be a member of the public for purposes of N.H. Rev. Stat. § 21-I:13-a.II and shall not disclose the Confidential Information beyond NHDOT personnel essential to the pre-award process, to the extent NHDOT reasonably determines that this information is exempt from disclosure pursuant to section 21-I:13-a.II.

MAINTENANCE AND OPERATIONS

In the event of an agreement between the PARTIES to procure an ATMS/TIS system, the PARTIES shall work cooperatively to create a) a contractual agreement that outlines each PARTY's ATMS/TIS requirements and financial obligations and b) a Memorandum of Agreement on Maintenance and Operations (MOMA) to support such agreement.

The MOMA shall define the roles and responsibilities of each PARTY, including but not limited to the operation and maintenance of the ATMS/TIS.

The MOMA shall include the establishment of a governing structure for the PARTIES to control ATMS/TIS changes, enhancements, and funding.

The MOMA shall include representation of additional states, if any, that enter into an agreement with the PARTIES to participate in the ATMS/TIS project.

NHDOT shall not present the proposed contract between NHDOT and the selected ATMS/TIS design vendor to New Hampshire's Governor and Executive Council for approval unless and until the PARTIES have entered into a contractual agreement to procure and finance an ATMS/TIS system and a written initial supporting MOMA.

The VTRANS Secretary and NHDOT Commissioner shall each appoint two representatives to develop the MOMA and support its implementation.

CANCELLATION

Prior to the approval of the proposed contract between NHDOT and the selected ATMS/TIS design vendor by the New Hampshire's Governor and Executive Council, either of the PARTIES, in its sole discretion and without any legal recourse by the other party, may decline to enter into a contractual agreement to procure and finance an ATMS/TIS system or a MOMA.

IN WITNESS WHEREOF, VTRANS and NHDOT, through their undersigned officials, have hereunto affixed their signatures.

**NEW HAMPSHIRE
DEPARTMENT
OF TRANSPORTATION**

**VERMONT AGENCY OF
TRANSPORTATION**

By:

By:

W.D. Cut

Ann M. Munt

Commissioner

Secretary

Date: 5/22/13

Date: 3/12/13

Approved as to Form:

Dated: 3/7/14

Dated: 3/11/13

[Signature]
Assistant Attorney General

[Signature]
Assistant Attorney General

State of New Hampshire

State of Vermont