



Margaret Wood Hassan
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

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603-271-2131
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Peter M. Thomson
COORDINATOR

March 14, 2013

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

Sole Source

REQUESTED ACTION

Authorize the NH Highway Safety Agency permission to enter into a sole source contractual agreement with the University of New Hampshire Survey Center, Durham, New Hampshire, (Vendor Code 117867) in the amount of \$50,346.10 to conduct the NHTSA Seat Belt Use Survey effective upon Governor and Council approval through September 15, 2013. 100% Federal Funds

Funds are available from the following account

02-25-25-250010 32000000 Highway Safety Agency—NHTSA Grants
072 500577 Grants to Schools - Federal

FY 2013
\$50,346.10

EXPLANATION

The NH Highway Safety Agency has approved the use of federal highway safety funds in the amount of \$50,346.10 to support a contractual agreement with the University of New Hampshire Survey Center in conjunction with the Master Agreement for Cooperative Projects. Under terms of this contract, the Survey Center will utilize the NHTSA-approved observational seat belt survey methodology it developed in October 2012. As a result of this long standing partnership, the Survey Center will continue to conduct the NHTSA required annual seat belt survey. Additional information will continue to be collected during the observational process as determined by the Survey Center and the State.

The Survey Center, in accordance with the Moving Ahead for Progress in the 21st Century (MAP-21), will conduct the State's "NHTSA Seat Belt Use Survey" and any and all components of the observational seat belt use survey in accordance with the methodology and criteria established by the US Secretary of Transportation and contained in 23 CRF Part 1340 – Uniform Criteria for State Observation Surveys of Seat Belt Use.

A copy of the contractual agreement, approved by the Department of Justice, is attached. This contract will be funded 100 percent with federal funds and no state monies will be required.

Sincerely,

Peter M. Thomson, Coordinator

/djf
Enclosures

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, NH HIGHWAY SAFETY AGENCY

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, NH Highway Safety Agency, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 09/15/13. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: NHTSA Seat Belt Use Survey

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Peter M. Thomson

Address: NH Highway Safety Agency
78 Regional Drive, Bldg. 2
Concord, NH 03301

Phone: 603-271-2131

Campus Project Administrator

Name: Dianne Hall

Address: Grant Administrator
Sponsored Program
51 College Road
Durham, NH 03824-3564

Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Peter M. Thomson

Address: NH Highway Safety Agency
78 Regional Drive, Bldg. 2
Concord, NH 03301

Phone: 603-271-2131

Campus Project Director

Name: Andrew E. Smith, Director

Address: UNH Survey Center
Huddleston Hall, 73 Main Street
Durham, NH 03824-3564

Phone: 603-862-2226

- F. Total State funds in the amount of \$50,346.10 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share % of total costs during the term of this Project Agreement.

- ☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. P.L. 111-242 "Continuing Appropriations Act, 2011" from National Highway Traffic Safety Administration/US Department of Transportation under CFDA# 20.600. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

- ☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

- H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.
☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

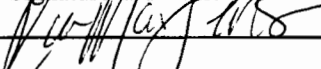
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **NH Highway Safety Agency**, have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

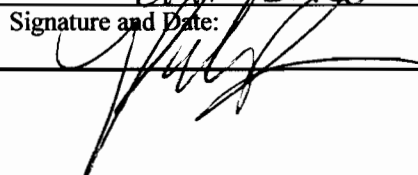
Signature and Date:

 3/5/13

**By An Authorized Official of: the New Hampshire
Office of the Attorney General**

Name: 

Title: Asst Bureau - Attorney

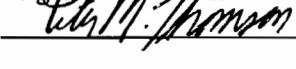
Signature and Date:  3/12/13

By An Authorized Official of:

Name: Peter M. Thomson

Title: Coordinator, NH Highway Safety Agency

Signature and Date:

 3/8/13

**By An Authorized Official of: the New Hampshire
Governor & Executive Council**

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Objectives:** Employment of Contractor; Services to be Performed
- B. **Project Title:** NHTSA Seat Belt Use Survey
- C. **Project Period:** April 1, 2013, to September 15, 2013
- D. **Objectives:** Employment of Contractor; Services to be Performed
The Campus, University of New Hampshire (UNH) Survey Center, in accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), will continue to conduct any and all components of an observational seat belt use survey in accordance with the methodology and criteria published in Federal Register Volume 76, Number 63, April 1, 2011, Rules and Regulations, pages 18042-18059.
- E. **Scope of Work:** The Campus, in cooperation with the State, will provide:
- a) Utilize the "Seat Belt Use Survey Design for New Hampshire; Sampling, Data Collection and Estimation Plan" Revised October 2012 approved by the National Highway Traffic Safety Administration. If necessary the Campus will work with the State to revise/select specific observation sites along selected road segments. In addition to information that must be collected to conform with federal criteria, additional information will continue to be collected during the observational process as determined by the Campus and the State.
 - b) To insure that all observers record information accurately, the Campus will conduct training sessions with all observers. Training sessions will last eight hours and include classroom and field training. Training will consist of general data collection techniques, a thorough description of data collection forms, and how to accurately record information about vehicle types, use of seat belts by vehicle occupants, etc. Training will include a practice period during which observers will record seat belt usage, and their results will be compared with those of supervisors. Any discrepancies will be reviewed to improve standardization of observations.
 - c) Observations will be conducted by eight (8) data collectors (campus and/or state staff to be determined) who will operate in four, two-person teams with one person observing and the other recording their observations. Observers will wear identification badges and orange (or bright colored) safety vests.
 - d) A Quality Control (QC) Monitor, responsible for the Data Collector teams, will make unannounced visits to at least 50 percent of the scheduled data collection locations to ensure that data are being collected according to the research protocol.
 - e) Observers and Quality Control Monitors will have cellular telephone in order to communicate if questions arise or there are emergency situations.
 - f) Completed observation forms will be provided at the end of each day to the Campus and staff will enter raw data into the computer format, or if necessary, a revised computer format. Specially designed data entry software will continue to be used that will flag potential entry errors and help to insure data quality. Campus staff will train all data entry personnel on the use of this software.
- F. **Deliverables Schedule:** The Campus will provide a report of observations that includes the total number of vehicles observed at each site, the time of day and day of week observations were made, the number of observed persons wearing or not wearing seat belts when observed, and other information collected during the survey process. The final calculation of seat belt usage will be determined with the NHTSA-approved methodology (October 2012). An electronic data set of all observations will be provided in a format to be determined, and the final report will be generated for calendar year 2013. It is understood the Campus is authorized to release results only to the State Highway Safety Agency.
- G. **Budget and Invoicing Instructions:** See Exhibit C for Budget.
The Campus will submit invoices to the State no more frequently than monthly and no less frequently than quarterly. In order to comply with the federal fiscal year closeout requirement, the final invoice must be submitted to the State no later than 45 days (October 31, 2013) after the contract termination date. Reimbursement requests will be submitted on UNH invoice forms indicating the project title, project number, and reimbursement amount, along with supporting documentation (copy of paid invoices, payroll runs, travel reimbursements, etc.).

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: ☐ None or

In accordance with federal Executive Order 13043, the recipient of these funds is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

Research Design and Methodology		
Salaries and Wages:		
Director: 40 hours @ \$130.00	5,200.00	
Field Director: 10 hours @ \$60.00	600.00	5,800.00
Employee Fringe Benefits:		
Director: \$5,200 x 9.3%	483.60	
Field Director: \$600.00 x 47.5%	285.00	768.60
Travel: Durham/Concord roundtrip		
2 trips x 70 miles x \$.565/mile		79.10
Supplies & Services: printing methods reports and computer charges		50.00
Design Sub-total		6,697.70
Training of Observers		
Salaries and Wages:		
Director: 8 hours @ \$130.00	1,040.00	
Field Director: 8 hours @ \$60.00	480.00	1,520.00
Employee Fringe Benefits:		
Director: \$1,040 x 9.3%	96.72	
Field Director: \$480.00 x 47.5%	228.00	324.72
Travel: Durham/Concord roundtrip		
2 trip x 70 miles x \$.565/mile		79.10
Supplies & Services: printing sample data forms and training materials		50.00
Training Sub-total		1,973.82
Observation/Data Collection		
Salaries and Wages:		
Director: 10 hours @ \$130.00	1,300.00	
Field Director: 40 hours @ \$60.00	2,400.00	
Quality Control Monitor 80 @ 30.00	2,400.00	
Observers: 500 hours @ \$15.00	7,500.00	
Data Entry staff: 100 hours @ \$15.00	1,500.00	
Analysts: 10 hours @ \$40.00	400.00	15,500.00
Employee Fringe Benefits:		
Director: \$1,300 x 9.3%	120.90	
Field Director - \$2,400 x 47.5%	1,140.00	
QC Monitor, Observers, Data Entry & Analyst - \$11,800.00 x 8.3%	979.40	2,240.30
Travel: Durham to 120 survey sites throughout state and QC Monitoring		
Mileage: 5,000 miles (estimated) x \$.565/mile		2,825.00
Supplies & Services: printing (observation forms, training materials, reports, etc.), supplies (clipboards, identification badges, 6 reflective safety vests, etc.), miscellaneous items, rent for cell phones		350.00
Observation Sub-total		\$20,915.30
Analysis & Report Preparation		
Salaries and Wages:		
Director: 60 hours @ \$130.00	7,800.00	
Field Director: 20 hours @ \$60.00	1,200.00	9,000.00
Employee Fringe Benefits:		
Director: \$7,800 x 9.3%	725.40	
Field Director: \$1,200.00 x 47.5%	570.00	1,295.40
Supplies & Services: printing reports and supplies		75.00
Analysis Sub-total		10,370.40
Sub-Total		39,957.22
Indirect Cost (Facilities and Administration) UNH federally negotiated rate		
\$39,957.22 x 26 percent		10,388.88
GRAND TOTAL		\$50,346.10