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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

Bureau of Materials & Research September 25, 2012

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

Sole Source

REQUESTED ACTION

Authorize the Department of Transportation to execute a sole-source Agreement with Northeastern University (Vendor 161162), Boston, MA, for a total fee not to exceed \$137,425.00, for an assessment and optimization study of the Department's Bureau of Mechanical Services and its fleet management operation, effective upon Governor and Council approval, through March 31, 2013. 80% Federal Funds, 20% Turnpike Funds.

Funding is available as follows:

Table with 2 columns: Description and Amount. Includes rows for SPR Research Funds (\$109,940.00) and Toll Collection Equipment (\$27,485.00).

EXPLANATION

The Department selected the vendor using the NHDOT's normal consultant selection process, instead of the low bid process, as it provides a more complete evaluation of the capabilities of the vendor performing this type of professional service in a specialized field of work.

The Department requires professional consultant services to research, develop, and recommend potential operational or business practice improvements that will produce significant cost savings and efficiencies for the NHDOT Bureau of Mechanical Services and its fleet management operation.

The consultant selection process employed by the Department for this qualifications-based contract is based on the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999.

Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this contract was initiated by a solicitation for consultant services for assessment and optimization of the NHDOT Mechanical Services Bureau and its fleet management operation. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on April 27, 2012, asking for letters of interest from qualified firms. In addition, a request for letters of interest was distributed to more than 1,230 national research organizations via the Transportation Research Board's email notification service. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on June 14, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on June 22, 2012 through a "Request for Technical Proposal" (RFP) and oral presentations by each of the three firms were scheduled. With consideration of input received from Department experts on the topic, committee members individually rated the firms on July 25, 2012 using a written ballot to score each firm. Ratings were completed on the basis of comprehension of the assignment, clarity of the proposal and oral presentation, capacity to perform in a timely manner, quality and experience of the project manager and team, previous experience, overall suitability for the assignment, and interview. (The completed individual rating ballots and the ranking summary form are attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of five (5) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
Delcan Corporation	Vienna, VA
<b>EDSI Consulting</b>	<b>Dearborn, MI</b>
<b>Northeastern University</b>	<b>Boston, MA</b>
<b>TransTech Management, Inc.</b>	<b>Greensboro, NC</b>
George F. Walker Consulting Services, LLC	Pawling, NY

Northeastern University has been recommended for this contract. This organization has an excellent reputation and has demonstrated their capability to perform the necessary consulting services for this assignment.

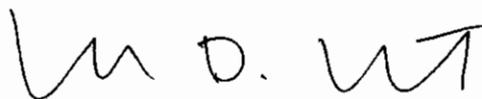
Northeastern University has agreed to furnish the required services for a total fee not to exceed \$137,425.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of consulting services to be furnished.

This project funding is 80% Federal funds with 20% Turnpike funds match.

This Agreement has been approved by the Attorney General as to form and execution. 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, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into a sole-source Agreement for consulting services as outlined above.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

Attachments

**PROJECT: Assessment and Optimization of Mechanical Services and Fleet Management**

**DESCRIPTION:** Research and develop potential operational improvements that will produce significant cost savings and efficiencies for the NHDOT Mechanical Services and Fleet Management operations. The scope of work will be a two phase approach. The first phase will include an assessment of the operations of the NHDOT Mechanical Services Bureau, including a baseline evaluation, financial and operational assessment, and analysis of procurement procedures, management, and vendor operations. The second phase will consist of identifying specific improvement opportunities and recommendations to enhance performance and optimize benefits in relation to costs. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned work and past experience with similar type projects. Short-listed consultants will be invited to submit a more detailed proposal. The agreement compensation will be lump sum. This is a fast-track project with an estimated completion date of 10-12 weeks from the notice to proceed. Approximately \$150,000 is available for this work

**Services Required: Industrial Engineering**

**SUMMARY**

EDSI Consulting	3	3	3	3	3	2			17
Northeastern University College of Business Administration	1	1	1	1	1	1			6
TransTech Management, Inc.	2	2	2	2	2	3			13

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	Scoring of Firms			
	W E I G H T	EDSI Consulting	Northeastern Univ. College of BA	TransTech Management, Inc.
Comprehension of the Assignment and approach to the research	10%	8	10	8
Clarity of the Proposal and the oral presentation	10%	8	8	8
Capacity to Perform in a Timely Manner	5%	7	9	8
Quality & Experience of Project Manager/Team	10%	8	9	7
Previous Experience	10%	8	8	8
Overall Suitability for the Assignment*	5%	5	5	4
Sub-Total	50%	47	49	43
Interview Score		39	47	47
Total	100%	83	96	90

\*Includes: Proximity to project; and usage, quality and experience of subconsultants proposed.

Ranking of Firms:

1. Northeastern
2. EDSI
3. TransTech

Rating Considerations	Scoring of Firms			
	W E I G H T	EDSI Consulting	Northeastern University College of Business Administration	TransTech Management, Inc.
Comprehension of the Assignment and approach to the research	10%	7	9	9
Clarity of the Proposal and the oral presentation	10%	7	8	9
Capacity to Perform in a Timely Manner	5%	4	4	4
Quality & Experience of Project Manager/Team	10%	7	9	9
Previous Experience	10%	7	8	8
Overall Suitability for the Assignment*	5%	5	5	4
Sub-Total	50%	35	43	43
Interview Score		32	44	40
Total	100%	67	87	83

\*Includes: Proximity to project; and usage, quality and experience of subconsultants proposed

Ranking of Firms:

1. Northeastern
2. TransTech
3. EDSI

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms		
	W E I G H T	EDSI Consulting	Northwestern University College of Business Administration TransTech Management, Inc.
Comprehension of the Assignment and approach to the research	10%	7	7
Clarity of the Proposal and the oral presentation	10%	5	8
Capacity to Perform in a Timely Manner	5%	5	5
Quality & Experience of Project Manager/Team	10%	7	9
Previous Experience	10%	6	8
Overall Suitability for the Assignment*	5%	4	4
Sub-Total	50%	33	45
Interview Score		20	41
Total	100%	73	86

\*Includes: Proximity to project; and usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *Northwestern*
  2. *TransTech*
  3. *EDSI*

Rating Considerations	Scoring of Firms		
	W E I G H T	EDSI Consulting	Northwestern University College of Business Administration TransTech Management, Inc.
Comprehension of the Assignment and approach to the research	10%	5	7
Clarity of the Proposal and the oral presentation	10%	7	9
Capacity to Perform in a Timely Manner	5%	5	5
Quality & Experience of Project Manager/Team	10%	5	10
Previous Experience	10%	4	5
Overall Suitability for the Assignment*	5%	3	4
Sub-Total	50%	23	47
Interview Score		22	27
Total	100%	45	74

\*Includes: Proximity to project; and usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *NORTHWESTERN U*
  2. *TRANS TECH*
  3. *EDSI*

Rating Considerations	Scoring of Firms		
	W E I G H T	EDSI Consulting	Northwestern University College of Business Administration TransTech Management, Inc.
Comprehension of the Assignment and approach to the research	10%	8	9
Clarity of the Proposal and the oral presentation	10%	7	8
Capacity to Perform in a Timely Manner	5%	4	5
Quality & Experience of Project Manager/Team	10%	7	9
Previous Experience	10%	5	8
Overall Suitability for the Assignment*	5%	4	4
Sub-Total	50%	35	43
Interview Score		34	43
Total	100%	69	86

\*Includes: Proximity to project; and usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *Northwestern University College*
  2. *TransTech Management, Inc*
  3. *EDSI Consulting*

Rating Considerations	Scoring of Firms		
	W E I G H T	EDSI Consulting	Northwestern University College of Business Administration TransTech Management, Inc.
Comprehension of the Assignment and approach to the research	10%	5	7
Clarity of the Proposal and the oral presentation	10%	7	8
Capacity to Perform in a Timely Manner	5%	4	5
Quality & Experience of Project Manager/Team	10%	5	10
Previous Experience	10%	4	5
Overall Suitability for the Assignment*	5%	3	4
Sub-Total	50%	23	45
Interview Score		22	27
Total	100%	45	72

\*Includes: Proximity to project; and usage, quality and experience of subconsultants proposed.

- Ranking of Firms:
1. *NE*
  2. *TransTech*
  3. *EDSI*

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5.     CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN  
       FEDERAL FUNDS
6.     CERTIFICATION OF GOOD STANDING
7.     CERTIFICATION OF INSURANCE
8.     CERTIFICATION OF AUTHORITY / VOTE
9.     SIGNATURE PAGE

**ASSESSMENT AND OPTIMIZATION OF NHDOT MECHANICAL SERVICES AND FLEET  
MANAGEMENT**

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**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 18 day of September in the year 2012 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and NORTHEASTERN UNIVERSITY, with principal place of business at 360 Huntington Avenue, in the City of Boston, Commonwealth of Massachusetts, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to achieve a detailed assessment of its Bureau of Mechanical Services, particularly as it pertains to procurement and management of the DEPARTMENT'S vehicle and equipment fleet.

The DEPARTMENT requires professional services to research, develop, and recommend potential operational or business practice improvements that will produce significant cost savings and efficiencies for the DEPARTMENT'S Bureau of Mechanical Services and its fleet management operation. These services are outlined in the CONSULTANT'S technical proposal dated July 10, 2012 and fee proposal dated July 31, 2012, which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

#### **A. LOCATION AND DESCRIPTION OF PROJECT**

The project includes assessment and optimization of the DEPARTMENT'S Mechanical Services Bureau and its fleet management operation. The Mechanical Services Bureau is headquartered in Concord, NH and includes a number of satellite facilities statewide. Support services (Finance, Contracts, Human Resources, etc.) are provided at DEPARTMENT headquarters, also located in Concord.

#### **B. SCOPE OF WORK**

The scope of work is described in detail in the CONSULTANT'S technical proposal dated July 10, 2012 and included as Appendix A of this Agreement. It is understood that references to the Center for Strategic Studies are informal and that only Professor Giglio is employed directly by the CONSULTANT.

#### **C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

- Available documentation and data related to all aspects of the Mechanical Services Bureau's business practices and operations
- Access to key stakeholders and staff of the Mechanical Services Bureau and relevant support Bureaus
- Guidance related to research focus areas and priorities through establishment of an ad hoc DEPARTMENT Steering Committee

#### **D. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

## ARTICLE I

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall arrange a meeting with the DEPARTMENT Steering Committee at the onset of the project, and at key stages as summarized below. Additional meetings may be required at the DEPARTMENT'S request.

### **E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

The CONSULTANT shall provide a presentation and report including key findings and identification of significant strengths and opportunities to the DEPARTMENT Steering Committee and other personnel at the conclusion of Phase I. A final presentation and report detailing the study and resulting recommendations shall be provided by the CONSULTANT to the DEPARTMENT Steering Committee and other personnel at the conclusion of Phase II. Unless agreed upon in writing by the DEPARTMENT, the final presentation and report shall be provided no later than 12 weeks from the Notice to Proceed.

The DEPARTMENT shall be given an opportunity to review and comment on the final report following the presentation prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion.

### **F. DATE OF COMPLETION**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is March 31, 2013.

## ARTICLE II

### **ARTICLE II - COMPENSATION OF CONSULTANT FOR LUMP SUM AGREEMENTS**

#### **A. GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT, except as otherwise herein provided, a total lump sum of \$137,425.00.

Said total lump sum includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead), direct expenses, and subconsultant costs and shall be considered full compensation for the work described in this AGREEMENT.

This total sum may be exceeded only when there has been a significant change in the scope or character of the work, and by prior negotiation of an amendment to the AGREEMENT. Any additional fee for revisions or other services shall be as specified in Sections B and C below. Substantial reductions in the scope or character of work, which may become desirable or necessary as the work progresses, may require a reduction in the total lump sum through negotiation.

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment and closure of all pending matters for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested.

#### **B. ADDITIONAL FEE FOR REVISIONS OR ADDITIONAL SERVICES**

If the CONSULTANT performs services for revisions or other services under the provisions of Article IV, Section D, or the first paragraph of Article IV, Section E, and depending upon how well the scope of work can be defined, it shall be paid as its total fee for such services either the actual cost plus fixed fee for profit and other nonreimbursed costs or a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT. Form and fee of such payment shall be determined prior to performance of such services.

If the CONSULTANT performs additional professional services under the provisions of the second paragraph of Article IV, Section E, it shall be paid as its total fee for such services a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT.

#### **C. ADDITIONAL FEE FOR EXTENSION OF TIME**

Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the lump sum fee may be renegotiated.

## ARTICLE II

### **D. SCHEDULE OF PAYMENTS**

Payments on account for the fee for services rendered under this AGREEMENT shall be made as follows:

- Fifty percent (50%) of the total lump-sum amount at the completion, to the satisfaction of the DEPARTMENT, of Phase I.
- The remaining Fifty percent (50%) of the total lump-sum amount at the completion, to the satisfaction of the DEPARTMENT, of Phase II.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

B. CONTRACT PROPOSALS

## ARTICLE IV

### **ARTICLE IV - STANDARD PROVISIONS**

#### **A. STANDARD SPECIFICATIONS**

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

#### **B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS**

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 360 Huntington Avenue, Boston, Massachusetts.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

#### **C. EXTENT OF CONTRACT**

##### **1. Contingent Nature of AGREEMENT**

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

##### **2. Termination**

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

## ARTICLE IV

contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

## ARTICLE IV

survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

### **F. INTELLECTUAL PROPERTY**

Title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by the CONSULTANT in the performance of this AGREEMENT shall be the sole and exclusive property of the CONSULTANT, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, provided, however, that the CONSULTANT shall grant to the DEPARTMENT a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes.

Title to any invention or discovery made or conceived by the CONSULTANT in the performance of this AGREEMENT shall be the sole and exclusive property of the CONSULTANT. The CONSULTANT shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided, however, that upon issue of any patent on any such invention or discovery, the DEPARTMENT shall have the right of first refusal to an exclusive license to practice the invention

## ARTICLE IV

for a period of time and at a royalty rate to be negotiated. The DEPARTMENT shall have the right to a non-exclusive, perpetual, royalty-free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived by the CONSULTANT in the performance of this AGREEMENT.

Results of work conducted under this AGREEMENT may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work.

### **G. SUBLETTING**

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to

## ARTICLE IV

deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### J. CONTRACTUAL RELATIONS

#### 1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

#### 2. Claims and Indemnification

##### a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

##### b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

#### 3. Insurance

##### a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$1,000,000 in the aggregate (STATE to be a certificate holder and/or named as an additional insured); and
2. workers' compensation and employer's liability insurance as required by law.

## ARTICLE IV

### b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE, or other form acceptable to the STATE. Cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE, shall be prohibited. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

## **K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

## **L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

## ARTICLE IV

### **M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)**

#### **COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions

## ARTICLE IV

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

## ARTICLE IV

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, , religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

### **O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### **P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

## APPENDIX A - SCOPE OF WORK

Craig E. Green, PE  
Assistant Director of Project Development  
Chairperson, Consultant Selection Committee  
NH Department of Transportation  
PO Box 483  
7 Hazen Drive  
Concord, NH 03302-0483

July 10, 2012

Regarding: Technical Proposal for Assessment and Optimization of Mechanical Services and Fleet Management

Dear Mr. Green,

The Center for Strategic Studies of Northeastern University College of Business Administration hereby submits its proposal for the above referenced project. We are uniquely qualified to carry out this important initiative having successfully completed projects for the State of New Hampshire Department of Transportation in the past and, based on our pro-bono fact finding earlier this year, we possess in-depth knowledge of the Mechanical Services and Fleet Management operation.

In 2011 the Center for Strategic Studies worked with Karsten Pedersen on a project to provide an independent operational audit and opportunity screening of the State of New Hampshire's toll collection operation. The deliverables included a detailed performance summary and benchmarking analysis, assessment of improvement opportunities, and projection of cost savings based on specific recommendations. The project was approached from an industrial engineering perspective beginning with a detailed review of current operations including:

- Visits to relevant facilities
- Profiling current organization including headcount, cost and performance levels
- Evaluation of vendor operations, contracts and related performance
- Interviews with relevant consultants to the Bureau of Turnpikes

Based on the above baseline operational review the team identified and quantified a number of improvement opportunities including evaluation and prioritization of each specific task as well as a series of initiatives to realize the major improvement opportunities. The project recommendations were widely accepted for implementation and will result in significant long-term savings for the Turnpike's Toll Collection Operations.

The successful results of the above project resulted in the Center for Strategic Studies being invited to provide a high level review of the NHDOT Mechanical Services and Fleet Management operation for a possible project to assess the current operation and identify improvement and cost savings opportunities. Preliminary interviews were conducted with key operational staff and an initial review of existing documentation and data was performed.

The main facility in Concord was toured and a preliminary list of Key Observations was developed to assist in understanding where operational improvements might be implemented and cost savings achieved. The preliminary findings, based on approximately 10 man days of effort, were presented to the NHDOT in early January of this year.

## APPENDIX A - SCOPE OF WORK

The Center for Strategic Studies has the experience and staff to successfully carry out this project and remain confident in our ability to meet or exceed all expectations on this project.

Key staff that would be directly involved in this project are as follows:

Joseph M. Giglio, Director

- 30+ years of public and private industry experience
- Extensive background in transportation finance, infrastructure and operations
- MBA, MPA, PhD

Robert W. Powers, Director

- 25+ years of public and private industry and consulting experience
- Accounting, finance and operations background
- MBA

Sebastian Fritz, Senior Consultant:

- 3+ years of consulting and industry experience
- Experience in execution of operational and financial analysis

Ryan Hatcher, Director

- 8+ years of consulting experience
- Private industry experience

In closing, we would like to thank the NHDOT for the opportunity to submit this Technical Proposal and hope to receive a favorable response to work with you on this extremely important and exciting engagement.

Sincerely,



Joseph Giglio  
Executive Professor  
Director of the Center for Strategic Studies  
Northeastern University

## APPENDIX A - SCOPE OF WORK

### **Project Overview, Approach and Methodology**

#### Our understanding of the current situation:

- DOTs across the United States are increasingly looking for opportunities to lower cost of doing business through radical operational restructuring, improved supplier relationships, and outsourcing/privatization of non-core activities
- NH DOT is proactively looking to identify opportunities to enhance the performance of its mechanical services and fleet management operations
- Recent accomplishments by the NH DOT Bureau of Turnpike have demonstrated that significant cost and efficiency improvements can be realized if best practice is implemented
- The Center for Strategic Studies (CFSS) is a leading non-profit research enterprise applying a unique industrial engineering improvement approach to enhance the cost and performance of infrastructure businesses

#### Key Objectives:

- Fact-based assessment of NH DOT's mechanical services and its performance
- Identification of improvement opportunities and development of the associated costs and benefits
- Compare and benchmark selected NHDOT Mechanical Services functions to DOTs and private sector providers (as applicable)
- Identification of candidates for in/outsourcing to lower total operating costs including review of "plow-build" operation
- Development of implementation roadmap for realizing the prioritized opportunities including strengths and weaknesses assessment

Based on the outlined situation and key objectives, we developed following project approach and work plan. A detailed project schedule can be found in the appendix.

#### **Phase 1 (5 weeks):**

##### **1. Project Start-Up**

- Objective:
  - Gain Understanding of current state of Mechanical Services and ongoing initiatives
  - Formalize project and communicate deliverables to key stakeholders
- Activities:
  - Prepare and facilitate project kick-off
  - Perform detailed review of existing documentation to understand progress and accomplishments
  - Identify and interview key stakeholders to define expectations
    - Define success criteria
    - Understand issues and challenges
    - Map critical milestones and deliverables
  - Define and request project-related data

## APPENDIX A - SCOPE OF WORK

- Key Deliverables:
  - Agreed upon project plan and organization
  - Collection, understanding and verification of received data
  - Identification of key issues and challenges within Mechanical Services

### 2. Audit of Current Operations

- Objective:
  - Detailed assessment of the Bureau of Mechanical Services' current operations, processes, technology and organization
  - Identification of areas of strength and weakness
  - Development of initial hypotheses for improvement
- Activities:
  - Profile NH DOT's Mechanical Services operations:
    - Cost Analysis
    - Organizational Analysis
  - Visit relevant facilities:
    - Concord, Lancaster, Twin Mountain, Center Ossipee, Enfield, Merrimack, Dover, Swanzey and North Hampton
  - Map current organization, processes and performance:
    - Demand and staffing
    - Cost and service levels
    - Utilization/ productivity
  - Evaluate material management practices, vendor operations, contracts, and performance
  - Research selected areas of comparable Mechanical Services organizations as required
- Key Deliverables:
  - Completion of interviews with key personnel and site visits
  - Mapping of tasks/ services performed by the Bureau
  - Financial and operational assessment of existing operations including reviewing relevant documentation and management systems.
  - Benchmarking of selected comparable facilities and comparison with best practices
  - Understanding of benefits, drawbacks, and costs of plow trucks built with Bureau staff as compared with procured turnkey plow truck vehicles
  - Identification of strengths and weaknesses

### Phase 2 (5 weeks):

#### 1. Identification of Improvement Opportunities

- Objective:
  - Identify the major improvement opportunities
  - Quantify the potential benefit of each improvement

## APPENDIX A - SCOPE OF WORK

- Activities:
  - Perform targeted analysis to assess in/ outsourcing opportunities
  - Develop list of improvement opportunities and outsourcing candidates
  - Quantify potential benefits and prioritize opportunities:
    - Time to implement
    - Cost to implement
    - Benefit of implementation
  
- Key Deliverables:
  - Development of improvement opportunities to enhance the delivery of fleet services for the department, (i.e. how can services be improved while maintaining or reducing costs).
  - Development of a list of candidates for potential in/ outsourcing and identify potential locations that may be available. Identification of any potential negative effects and additional needs, if applicable.
  - Quantification of benefit range and prioritization of selected improvements identifying the potential cost savings and enhancements in service.
  - Identification of the Bureau's "core competencies" that cannot be easily replicated.

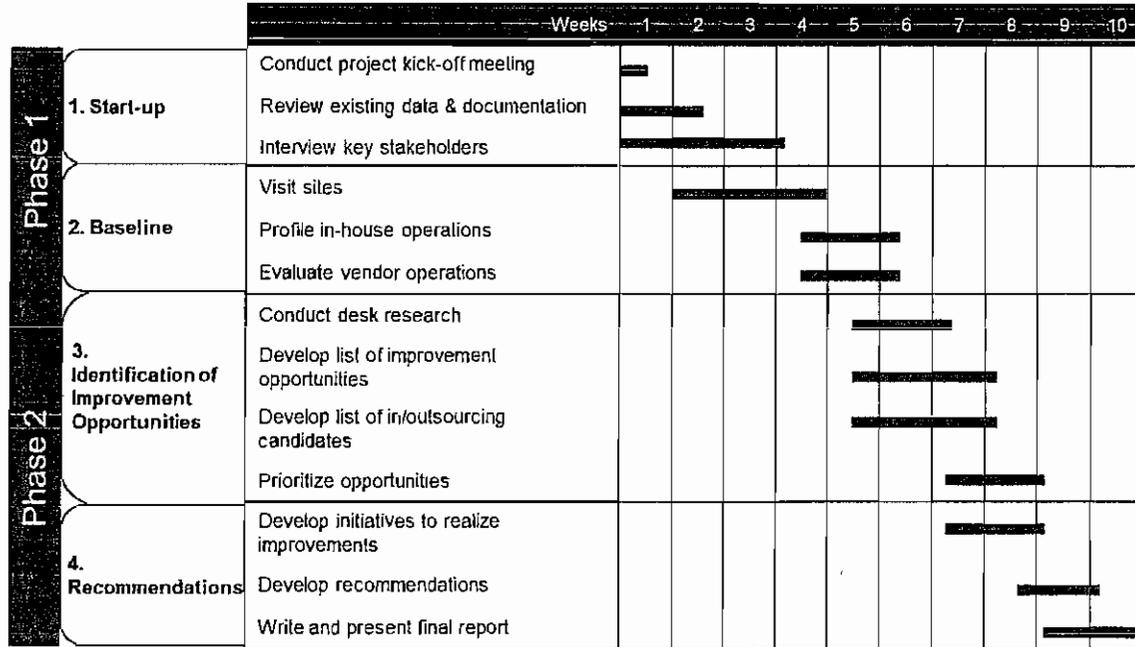
### 2. Recommendations

- Objective:
  - Finalize prioritized list of major improvement initiatives
  - Develop a roadmap for the Bureau of Mechanical Services to follow with clearly defined rationale
  - Articulate findings and recommendations in a report for a wide audience
  
- Activities:
  - Finalize series of initiatives to realize the major improvement opportunities:
    - Review Update Report 2 output with key stakeholders
    - Revise initiatives as needed
    - Verify costs, investments, risks, timing for initiatives
  - Develop recommendations for action based upon fact-based rationale
  - Create implementation roadmap
  - Develop final report detailing study and resulting recommendations
  - Present results to Steering Group
  
- Key Deliverables:
  - Recommendations for action supported by evidence and execution roadmap.
  - Presentation of final report and recommendations.
  - Present findings to external constituents, as required

APPENDIX A - SCOPE OF WORK

Appendix

1. Proposed Project Schedule:



2. The Center for Strategic Studies' (CFSS) Project Team: Overview of the CFSS team:

Joseph M. Giglio, Director:

Joe's unique background in business, public policy and finance is rooted in his experience in Wall Street, in management consulting, in government services and in academia. He has served as Special Advisor to the Office of the Secretary of Transportation, Chairman of President Reagan's National Council on Public Works Improvement, Chairman of the Board of Directors for the Intelligent Transportation Society of America and currently serves on the Transportation Research Board's Committee on Taxation and Finance. Joe is a full-time faculty member at the College of Business at Northeastern University in Boston and also directs the Center for Strategic Studies at the College of Business.

Robert W. Powers, Director:

Bob has a successful leadership track record in financial and operational turnaround situations (CFO, COO and CEO) in the telecoms, media, professional services, and technology sectors in the US and across Europe. He has an extensive international experience creating lasting value for businesses through operational improvement, strategy development and implementation, and organizational assessment and development. Bob was a Vice President and COO at international consultancy Arthur D. Little before joining the Kinnevik Investment Group (Sweden) where he was an internal consultant and member of the senior leadership team for this multi-billion dollar portfolio of companies.

## APPENDIX A - SCOPE OF WORK

### Sebastian Fritz, Senior Consultant:

Sebastian has worked in the management consulting industry for several years. He has had the opportunity to work on projects in the automotive, railroad, hospitality, home equipment and industrial equipment industry. His project work has included sourcing, negotiations, organizational design, process improvement and operational reviews. He has executed project work in the United States and Mexico.

### Ryan Hatcher, Director:

Ryan has worked in the management consulting industry for over eight years. He has had the opportunity to lead projects in the automotive, railroad, telecommunications, disaster recovery, and chemical industries. Project work has included sourcing negotiations, organizational design, process improvement, due diligence, cash management, and operational reviews. He has executed project work in the United States, Canada, Mexico, Panama, Costa Rica, Dominican Republic, Sweden, India, and Nigeria.

Ryan graduated from the University of Michigan, with a Bachelor of Science in Engineering in Industrial and Operations Engineering and a Minor in Spanish.

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT   X  , proposed subconsultant \_\_\_\_\_, hereby certifies that it has   X  , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has   X  , has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Northeastern University

(Company)

By: 

Associate Vice Provost for Research Administration

(Title)

Date:   9/18/2012  

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

\_\_\_\_\_  
(Date)

N/A  
\_\_\_\_\_  
(Signature)

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Associate Vice Provost for Research Administration and duly-authorized representative of the firm of Northeastern University, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

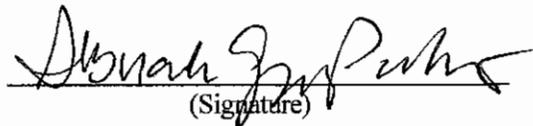
except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/18/2012

(Date)

  
(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

William J. Cass, P.E.  
Director of Project Development  
NHDOT

I hereby certify that I am the \_\_\_\_\_ of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

9/24/12  
\_\_\_\_\_  
(Date)

William J. Cass  
\_\_\_\_\_  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

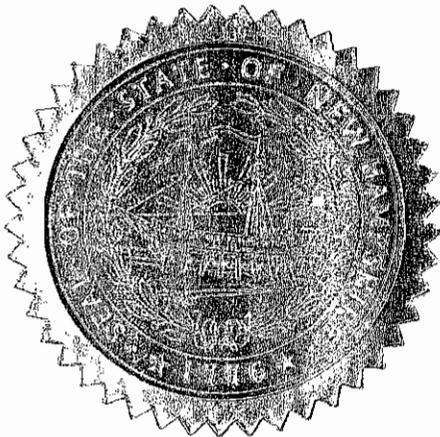
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

# 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 Northeastern University, a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on October 1, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of October, A.D. 2012

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	<b>CONTACT NAME:</b> Jodi Colena, AIS, CIC, CSR, CISR	
	<b>PHONE (A/C No, Ext):</b> 978 3227234	<b>FAX (A/C, No):</b> (978) 454-1865
<b>E-MAIL ADDRESS:</b> jcolena@fredchurch.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> United Educators Insurance, a Reciprocal Risk Retention Group	10020	
<b>INSURER B :</b> Midlends Management Corporation/PMA/New York Marine and Gen		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Northeastern University  
 122 St. Stephen Street  
 Boston, MA 02115-5000

**COVERAGES**      **CERTIFICATE NUMBER:** 23064      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			BLX201200062800	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 750,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Auto Liability Included						PERSONAL & ADV INJURY \$ Included
	<input checked="" type="checkbox"/> Liquor Liability Included						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ Included
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						
	RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC2012EPP00108	8/1/2012	8/1/2013	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

New Hampshire Department of Transportation  
 John O. Morton Building  
 PO Box 483, 7 Hazen Drive  
 Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Herman P. Laturnau*

**CERTIFICATE of ELECTION and APPOINTMENT**  
of the  
President, Secretary, Assistant Secretaries,  
Chief Financial Officer, Sr. Vice President & Provost, Treasurer,  
Treasury Manager and Associate Vice Provost for Research Administration

THIS IS TO CERTIFY that at a meeting of the Board of Trustees of Northeastern University, held at Boston, Massachusetts, on May 5, 2006, at which a quorum was present and acting throughout Joseph E. Aoun was elected to be President of Northeastern University to take effect upon the assumption of his duties [August 15, 2006]; and further

That at a meeting of said Board of Trustees held at said Boston on June 7, 2008, at which a quorum was present and acting throughout, Samuel B. Solomon was elected to be Treasurer to be effective July 1, 2008; and further

That at a meeting of the Board of Trustees held at said Boston on June 7, 2008, at which a quorum was present and acting throughout, Stephen W. Director was elected to the position of Senior Vice President for Academic Affairs and Provost, to take effect July 1, 2008; and further

That Thomas Nedell was appointed Chief Financial Officer of Northeastern University on September 21, 2009; and further

That Carolyn P. Sullivan was appointed to be Treasury and Cash Manager of Northeastern University effective April 12, 1999; and further

That Deborah Grupp-Patruz was appointed to be Director of the Office of Research Administration and Finance effective September 8, 2009 and subsequently named Associate Vice Provost for Research Administration; and further

That at a meeting of the Executive Committee of said Board of Trustees held at said Boston on November 1, 1988, at which a quorum was present and acting throughout, Vincent J. Lembo was elected to be Secretary to the Board of Trustees, and the Northeastern University Corporation;

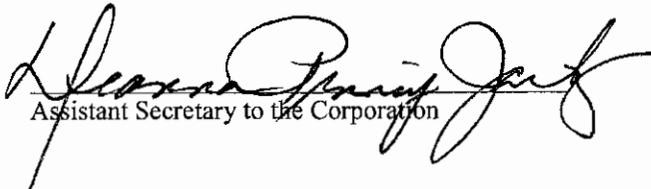
That at a meeting of the Corporation held at said Boston on May 18, 1989, at which a quorum was present and acting throughout, Deanna P. Jantzen was elected to be Assistant Secretary to the Board of Trustees, and the Northeastern University Corporation; and further

That at a meeting of the Corporation held at said Boston on May 22, 2006, at which a quorum was present and acting throughout, Ingrid C. Ball was elected to be Assistant Secretary to the Board of Trustees, and the Northeastern University Corporation;

AND I FURTHER CERTIFY that all are now serving in said offices and positions.

Date:

9/18/12

  
Assistant Secretary to the Corporation

Northeastern University  
Board of Trustees  
Boston, Massachusetts

This is to certify that at a meeting of the Executive Committee of the Board of Trustees of Northeastern University held on June 20, 2009 at the Warren Conference Center, Northeastern University, Ashland, Massachusetts, at which a quorum was present and acting throughout and with the full authority of the Board of Trustees, it was, upon motion made and seconded unanimously

VOTED (in relevant part):

Notwithstanding any prior vote to the contrary, to approve the following resolution regarding the granting of signature authority to certain individuals:

1. That instruments which relate to the operation of the University other than checks, drafts, or orders, be signed by the President of the University, or by the Senior Vice President for Administration and Finance, or by the Vice President for Finance and Chief Financial Officer, or by the Senior Vice President for Academic Affairs; or by the Treasurer. The signature of either one of such officers shall be conclusive evidence of the officer's authority to sign. That in the extended absence (exceeding two consecutive working days) of the Senior Vice President for Administration and Finance, his/her authority shall be delegated to and vested in the University Counsel; and

Further, that such officers be authorized to delegate the authority to sign instruments other than checks, drafts or orders where appropriate; provided, however, that the delegation of authority be in writing, that it clearly delineate the scope of the authority delegated, that it be for a term of no more than one year, and that it be signed by the officer delegating the authority. Such written authorization shall be kept on file with the Office of the Board of Trustees....

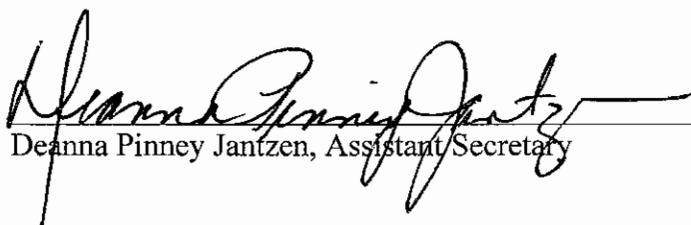
AND FURTHER,

Pursuant to Article XIII, section 4 of the Bylaws of Northeastern University, the Senior Vice President for Academic Affairs delegated to Deborah Grupp-Patruz, Associate Vice Provost for Research Administration, to "be authorized as the primary signatory designated to sign on behalf of Northeastern University all documents related to sponsored projects proposals, grants and contracts, cooperative agreements, research material transfer agreements and non-disclosure agreements and research related licensing agreements."

AND FURTHER,

I certify that the above resolutions and delegations are in full force and effect.

September 18, 2012

  
Deanna Pinney Jantzen, Assistant Secretary

Attachment 9

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

**Consultant**

WITNESS TO THE CONSULTANT

By: *K. Clark*  
\_\_\_\_\_

Dated: 9/18/12

CONSULTANT

By: *Deborah M. [unclear]*  
Assoc Vice Pres  
(TITLE)

Dated: 9/18/12

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Michelle [unclear]*  
\_\_\_\_\_

Dated: 9/24/12

THE STATE OF NEW HAMPSHIRE

By: *William J. Cass*  
William J. Cass, P.E.  
Director of Project Development  
DOT COMMISSIONER

Dated: 9/24/12

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 10/3/12

By: *[Signature]*  
Assistant Attorney General  
David M. Hiltz

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Secretary of State