

**Interagency Contract/Amendment
CSO Transmittal Form**

To: Contract Services Office Date: February 13, 2003

From: MNT Division - 150 East Riverside Phone No.: 512-416-3054
(District/Division/Office)

Subject: **Request for Approval of Interagency Contract**
Contract Number 472XXA1001
Amendment Number NA

Other Agency/University/Entity	Contract Maximum Amount Payable	Brief Description of (Scope of Services)
The Texas A&M University System Texas Cooperative Extension Department of Recreation, Park and Tourism Sciences	\$44,344.00	Provide four interactive kiosks at safety rest areas located in Gray, Donley and Hardeman Counties.

Write N/A if not applicable to the following:

If federal funds are used in this contract, complete the following:	If this contract involves Information Resource Technologies (IRT), complete the following:	If contract is with a university, date of RTI review:
Date of federal authorization to contract: NA	Date of Public Notice: If no Public Notice, date of waiver:	
Date of approval of contract, if required: NA	Date IRT identified and entered into the Biennial Operating Plan (BOP)	

This standard CSO IAC and/or IAC amendment format **has/has not** been modified. (circle one)

If modified, date of CSO approval NA.

Modifications made are as follows: NA
Approval of this contract is requested.

Attachments: A, B, and C

INTERAGENCY COOPERATION CONTRACT

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS CONTRACT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

I. CONTRACTING PARTIES:The Receiving Agency Texas Department of TransportationThe Performing Agency **Texas Cooperative Extension**
Department of Recreation, Parks and Tourism Sciences The Texas A&M
University System

II. STATEMENT OF SERVICES TO BE PERFORMED (The development and installation of four interactive kiosk systems to be located at the safety rest areas in Donley, Gray and Hardeman Counties) See Attachment A

III. CONTRACT PAYMENT: The total amount of this contract shall not exceed Forty-four thousand, three hundred forty-four dollars and no cents (\$44,344.00). See **Attachment B**, Budget and Payments. Payments shall be set up and equipment purchase costs at beginning then Monthly on the balance of labor and expenses.

The Performing Agency shall pay subcontractors and suppliers for work performed within 10 days after the performing Agency receives payment for the work performed by the subcontractors or suppliers.

IV. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated this contract shall be terminated immediately with no liability to TxDOT. This contract begins when fully executed by both and terminates on completion of the kiosk systems' one year trial period.

V. THE AGREEING PARTIES do hereby certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services, supplies, or materials agreed upon are not required by Article 16, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder

VI. LEGAL AUTHORITY:

RECEIVING AGENCY further certifies that it has the authority to request the above services by authority granted in

Texas Transportation Code, Section 201,103

(Cite the Statute, Constitution, or Special Provision of the Appropriation Bill)

PERFORMING AGENCY further certifies that it has the authority to perform the services by authority granted in

Chapter 85, Texas Education Code

(Cite the Statute, Constitution, or Special Provision of the Appropriation Bill)

This contract incorporates the provisions of **Attachments A**, Scope of Services, **Attachment B**, Budget, and **Attachment C**, General Terms and Conditions, as if set forth herein.

THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this contract.

THE RECEIVING AGENCY

THE PERFORMING AGENCY
Texas Cooperative Extension

Federal Project Number ____NA_____

The Texas Department of Transportation

Contract No 472XXA1001

Department of Recreation, Park and Tourism Sciences
The Texas A&M University System

NAME OF AGENCY

NAME OF AGENCY

BY

AUTHORIZED SIGNATURE

BY

AUTHORIZED SIGNATURE

DATE

DATE

TYPED OR PRINTED NAME AND TITLE

TYPED OR PRINTED NAME AND TITLE

ATTACHMENT A

Interagency Cooperation Contract Scope of Services

The Performing Agency (Texas Cooperative Extension, Department of Recreation, Park and Tourism Sciences, Texas A & M University) agrees to perform the services described on the attached proposal (Attachment A-1).

ATTACHMENT A - 1

Proposal to Create a Demonstration Version of
TxDOT Travel Information Kiosks for Four
Safety Rest Areas
Presented to
Texas Department of Transportation

Project Contacts

Texas Department of Transportation (TxDOT)

- Andrew Keith, Facilities Branch Manager, Maintenance Division
AKEITH@dot.state.tx.us
- Doris Howdeshell, Division Director, Travel Division,
DHOWDES@dot.state.tx.us

Texas Cooperative Extension, Department of Recreation, Park and Tourism Sciences,
Texas A&M University

- Andrew Skadberg, Assistant Professor, Extension Specialist
a-skadberg@tamu.edu
- Yongxia Skadberg, Extension Associate, yskadberg@ag.tamu.edu

Section 1—Introduction and Demonstration Project Overview

Proposed is the development of a demonstration version of free-standing computer information kiosk including: cabinet, computer hardware (CPU, touch-screen monitor, etc.) and software necessary to facilitate access to an online based information system that will provide information to the traveling public. Initial information provided will include:

- Tourist information
(accommodations, attractions,
services, etc.—*for pilot these
resources may be limited*)
 - Weather
 - Road conditions
 - Route information
 - Safety Information
-
- User surveys (Tourism Market Match)
 - Email (for traveler’s “post-cards”)
 - TxDOT Contact Information
 - Interpretive information about the area
(natural, cultural, etc.—*for pilot these
resources may be limited*)
 - Local industry contact information
(Chambers of Commerce, etc.)

The Texas Department of Transportation will make high speed Internet access available to the kiosk.

Due to the short timeframe for this initial project (April 3, 2003), the demonstration Travel Information Kiosks will serve as a prototype of future systems. Kiosks launched on April 3, 2003 at 4 locations will include a subset of the types of information and services that might be included in future information kiosks. The intent of this “pilot” project is to demonstrate the viability of the kiosk idea and provide an “unveiling” of the Travel Information Kiosks as part of the Grand Openings of four TxDOT Safety Rest Areas located in Hardeman, Donley and Gray counties, Texas (2 pairs of rest areas) located on.

- State Highway 287 in Hardeman county near Quanah, Texas (1 facility Northbound and 1 facility Southbound)
- On I-40 in Donley county (1 facility Eastbound) and Gray county (1 facility Westbound), near Allanreed, Texas

Justification

Travelers typically know little about the places they are traveling through. They also have questions that need to be answered (e.g. road conditions, weather, etc.). In conjunction with the Safety Rest Areas replacement project underway at TxDOT, this proposal outlines the creation of a network of TxDOT Travel Information Kiosks that will provide answers to traveler’s questions.

Purpose

The purpose of TxDOT Travel Information Kiosks (hereafter Travel Kiosks) is to provide: 1) a complete “package” of answers to questions that traveler’s might have, and 2) customized information about the places they are traveling through. For the State of Texas, the intent of the Travel Kiosks is to be better hosts to our visitors and do a better job of “Marketing Texas”. In addition, the Travel Kiosks can provide dynamic, interesting and timely information to users at locations where it is not practical to provide staff.

The major emphasis of the rest area replacement project is to have the architecture “blend into” the local regions, their heritage and their culture, while at the same time taking the facilities into the 21st century. TxDOT Travel Kiosks will provide important travel information with updated technology that is in concert with the new TxDOT Safety Rest Areas. Traveler’s characteristics are changing and “customers” are technology savvy. Travel Kiosks can answer customer’s questions while they can also address several other important issues that are facing the tourism industry, communities, and citizens in the State. A few of these are outlined briefly below.

The state’s rest areas can become more important for nearby communities because of the Safety Rest Area replacement program currently underway at TxDOT. Developing the information technology infrastructure outlined in this proposal might very well establish TxDOT Safety Rest Areas as “Hubs” for community and regional tourism development.

Partners the Travel Kiosks system

A cornerstone of the Travel Kiosks is that the “content” of each Travel Kiosk would be developed and maintained by regional groups (local COC, CVB’s, etc.) who live near the TxDOT facilities. Local responsibility could transform a government-sponsored project into a community grassroots-based effort. This design distributes responsibility of developing and maintaining the content to local groups who will be one of the primary beneficiaries of the system, besides the traveling public. This information, however, will be hosted from a central location (initially Texas A&M University, College Station). Housing the structure of the system in a central location minimizes system management challenges. All of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data and other information developed and housed on the centralized database at College Station will remain the property of the Texas A&M University System.

Addressing the Needs of Both User Groups

TxDOT Travel Kiosks will bring together two agencies to help each satisfy the needs of communities' *and* travelers. Communities need to promote their areas to the traveling public, and travelers in the state need travel information and ways to find tourism opportunities. The Travel Kiosks system accomplishes this while satisfying several goals for the State of Texas, its citizens, and the people that are visiting the State. A few of these include:

Easing Traveler's--Travel Anxieties

- Travel Kiosks will provide important safety and security information which can potentially reduce traffic fatalities and ensure that traveler's concerns are minimized, while maximizing public awareness of safety issues.

Create Tourism Marketing Opportunities for Communities and Businesses

- Travel Kiosks will provide communities a way to attract travelers to spend some time in their region. Marketing for these areas is constantly a challenge. Travel Kiosks at TxDOT Safety Rest Areas would provide useful information to travelers and create a new vehicle to reach potential customers who at the present time are driving by with little knowledge about the area.

Avoid Creating a New Government Agency or Bureaucracy

- Travel Kiosks will provide additional information without creating a need for additional on-site personnel. The design of the Travel Kiosks system facilitates gathering information and providing a network for inputting, accessing and updating the information. The majority of content production and management will be the responsibility of the communities where the Safety Rest Areas are located.

Foster Collaboration and Partnerships in Communities

- One of the primary responsibilities of Texas Cooperative Extension in the Department of Recreation, Park & Tourism Sciences is to facilitate the formation of tourism "partnerships" to enhance coordination among communities in the state. The technology that supports the Travel Kiosks, Internet based databases, provides a mechanism that supports regional collaboration and coordination. The activities performed to organize the "content" of each travel kiosk could potentially result in the formation of regional partnerships like those that have already been forming in parts of the state (Big Bend Tourism Council, Southwest Texas Tourism Partnership, Trans-Pecos Tourism Partnership, etc.).

Collect Important Information About Tourism's Impact in Texas

- Embedded in the Travel Kiosks technology is a mechanism to capture important information about users of the system. Several strategies have been developed and can be used including Tourism Market Match and Texas INFRONT to gather important information about tourism in the State. In addition, this information will be invaluable to policy makers and researchers interested in studying tourism's impacts.

Section 2: Scope of Work

Texas Cooperative Extension in the Department of Recreation, Park and Tourism Sciences at Texas A&M University will perform the following tasks as part of this contract agreement:

- Conduct on-site reconnaissance and perform research in the areas and communities where the TxDOT Kiosks will be placed.
- Contact communities located with 50 miles of each kiosk for assistance with gathering local information about attractions, accommodations and other pertinent information.
- Purchase, assemble and test the hardware, software and other equipment for the physical Kiosk system (including the cabinet and any accessories).
- Purchase, assemble and test the Map dispenser hardware, software (dependent on manufacturer's ability to complete by deadline).

- Research and identify Web based resources and information that will constitute the “informational content” of Kiosk system.
- Develop Graphic User Interface (GUI) necessary to provide touch-screen access to information provided through the TxDOT kiosks.
- Develop Web based resources (Web pages, text, graphics, maps, etc.) that will be stored locally on the computer CPU that will be housed in each of the four kiosk units.
- Develop Web based resources (Web pages, text, graphics, databases, maps, etc.) that will be accessed from a Web server housed at a centralized location (currently located in the Department of Recreation, Park and Tourism Sciences at Texas A&M University in College Station).
- The final product will present a prototype with some, but not all, of the information developed.
- Provide



Example of the Kiosk design for this proposal.

ATTACHMENT B

**Interagency Cooperation Contract
Budget**

See Schedule B attached

Schedule B

Budget

In kind contributions

Project Coordinator (0.5 months salary, benefits, insurance)

System Development Coordinator (2 x 0.5 months salary, benefits, insurance)

Access to database system owned by Texas A&M University that supports the delivery of information to the remote Kiosks

Project Coordinator (0.5 months salary, benefits, insurance)	3,100.00
System Development Coordinator (0.5 months salary, benefits, insurance)	2,138.00
Research Assistant (2 months time)	<u>2,706.00</u>
	\$7,944.00

Travel: calculated for 4, 2 day (on-site) research and set-up trips for 2 people and one follow-up trip to check on functionality, testing, etc.

Lodging	4 x 2 nights x 2 people @ 55.00/day	880.00
Meals	4 x 4 days x 2 people @ 30.00/day	960.00
Transport	4 x auto rentals @ 120.00 each	480.00
	Fuel – 1300 miles/20mpg = 65 gal/trip x \$1.50 = \$97.50 x 4 trips	<u>390.00</u>
		\$2,710.00

Kiosk Systems (4)

<u>Item</u>	<u>Unit cost</u>	
Cabinet/Monitor, etc.	2,000.00 <i>(special buy available for a limited time)</i>	8,000.00
Computer CPU, software, etc.	600.00	2,400.00
Map Dispenser	2,685.00	10,740.00
Data and interpretive information		1,000.00
Graphic Design Consultant		1,000.00
Shipping (Kiosk)	200.00	\$800.00
Shipping (Map dispenser)	150.00	<u>\$600.00</u>
		\$24,540.00

Total	\$35,194.00
TAMU facilities and administration @ 26% of direct cost	<u>9,150.00</u>
Grand Total	\$44,344.00

ATTACHMENT C

Interagency Cooperation Contract General Terms and Conditions

Article 1. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 2. Disputes

The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

TxDOT shall be responsible for the settlement of any dispute concerning the services hereunder, additional costs, or any other non-procurement issue, unless the dispute involves a subcontract.

Article 3. Records and Ownership

The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred at its office during the contract period and for four years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by TxDOT, the U.S. Department of Transportation and the Office of the Inspector General, if the contract is federally funded, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.

Upon completion or termination of this contract, all documents prepared by the Performing Agency or furnished to the Performing Agency by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to TxDOT without restriction or limitation of further use.

The Receiving Agency shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data and other information developed under this contract and versions thereof. The Receiving Agency reserves all rights to property which Performing Agency (or any of its subcontractors) purchases with funds provided under this contract.

Article 4. Subcontracts

Any subcontract for services rendered by individuals or organizations not a part of the Performing Agency's organization shall not be executed without prior authorization and consent to the subcontract by TxDOT. Subcontracts in excess of \$25,000 shall contain all required provisions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

Article 5. Termination

This contract may be terminated before the stated termination date by: mutual agreement and consent, in writing of both parties; any party for reasons of its own and not subject to the mutual consent of the other party(ies) upon not less than thirty (30) days written notice; and by satisfactory completion of all services and obligations described herein.

Article 6. Gratuities

Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefits, gifts or favors from any person doing business with or who reasonably speaking may do business with TxDOT under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of TxDOT's Executive Director.

Any person doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts or favors to TxDOT employees, except as mentioned hereabove.

Article 7. No Assignment

Neither TxDOT nor the Performing Agency shall assign, sublet or transfer interest in this agreement.

Article 8. Reference to Cost Principles

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in (OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments."

Article 9. Performing Agency Resources

All employees of the Performing Agency shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Performing Agency who, in the opinion of TxDOT, is incompetent or whose conduct becomes detrimental to the work shall immediately be removed from association with the project.

Article 10. Equal Employment Opportunity

The Performing Agency agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60). The Performing Agency agrees to consider minority universities for subcontracts when the opportunity exists. The Performing Agency warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 11. Nondiscrimination

1. Compliance with Regulations: The Performing Agency shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation: Title 49, Code of Federal Regulations, Part 21; Title 23, Code of Federal Regulations, Subchapter C, Title 41, Code of Federal Regulations, Part 60-74 as they may be amended periodically (hereinafter referred to as the Regulations).
2. Nondiscrimination: The Performing Agency, with regard to the work performed during this agreement, shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
3. Solicitations of Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Performing Agency of the Performing Agency's obligations under this agreement and the Regulations.

4. **Information and Reports:** The Performing Agency 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 Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Performing Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Performing Agency shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Performing Agency has made to obtain the requested information.
5. **Sanctions for Noncompliance:** In the event of the Performing Agency's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
6. **Incorporation of Provisions:** The Performing Agency shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulation or directives. The Performing Agency shall take such action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Performing Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Performing Agency may request the Texas Department of Transportation to enter into litigation to protect the interests of the State; in addition, the Performing Agency may request the United States to enter into such litigation to protect the interests of the United States.

Article 12. Basis for Calculating Reimbursement Costs

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Estimated Costs of Services, attached hereto and made a part of this contract.

Article 13. Funding

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid. Payments received by the Performing Agency shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

Article 14. Engineer's Responsibility

If the work involves engineering, the responsible engineer shall sign, seal and date all appropriate engineering submissions to the State in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

Once the work has been sealed and accepted by the State, the State, as the owner, will notify the party to this contract, in writing, of the possibility that a State engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

Article 15. Conflict of Interest.

The Performing Agency shall not assign an employee to a project if the employee:

1. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
2. has a direct or indirect financial interest in the outcome of the project;
3. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with the Receiving Agency.