



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Planning & Community Assistance
November 28, 2017

REQUESTED ACTION

- 1. Authorize the NH Department of Transportation to enter into a Tri-State Agreement with Vermont and Maine to formalize the overall goals and basic tenets to develop, maintain, and improve the shared software known as MATS (Managing Assets for Transportation Systems) effective upon Governor and Executive Council approval, through December 31, 2022.
2. Further Authorize the Department of Transportation to enter into an Agreement with the Vermont Agency of Transportation (VTrans), Montpelier, VT (Vendor #177537) for a total fee not to exceed \$400,000 for the maintenance management and functionality enhancements for Managing Assets for Transportation Systems (MATS) the shared software with Vermont and Maine known as MATS, effective upon Governor and Executive Council approval through June 30, 2019. (100% Other - Transfer to DoIT)

Funding is available as follows for FY 2018, and is contingent upon the availability and continued appropriation of funds in FY 2019:

Table with 3 columns: Item Description, FY 2018, FY 2019. Row 1: 01-03-03-030010-76960000 IT for Transportation. Row 2: 038-509038 Technology- Software \$200,000 \$200,000

EXPLANATION

The Department requests to enter into an updated Tri-State Agreement with Vermont, Maine and New Hampshire to provide maintenance management for Managing Assets for Transportation Systems (MATS). The purpose is to formalize the overall goals and basic tenets to develop, maintain, and improve the shared software known as MATS. This Agreement outlines the understanding, objectives, and procedures for amendment, funding contingency, and liability of each of the three States regarding the development and implementation of MATS.

The Cooperating States have been undertaking, obtaining and utilizing a support contract for the Managing Assets for Transportation Systems (MATS) as described in the Tri-State Agreement. The contract will be a task ordering vehicle that provides for both State-funded and Federally-funded work. The Vermont Agency of Transportation will manage the contract.

The first priority task order is to conduct a bulk migration of the existing MATS Windows functionality over to a Web-based platform (MATS Web). This migration will be supported web Application Program Interface (API) which will provide many benefits including: the ability to use field connected mobile devices, the ability to use any connected computer with a compatible browser and significantly simplify the process upgrades/enhancements (due to single-point deployments). The three states are sharing equally in the cost of this migration, each state committing \$400,000 towards this work, which will be paid through Vermont Agency of Transportation.

Additional tasks orders may follow to develop new modules based on needs and priorities of the Department, including a task to enhance MATS Web to meet the Tri-States needs to implement a robust asset planning and budgeting modules. Funding for these tasks would be brought forward to Governor and Council for approval as required.

This arrangement will allow the Department to effectively develop, manage, and support the MATS software for New Hampshire. Vermont, Maine and New Hampshire use the capabilities of MATS, as a common platform to share the value of similar business knowledge, data and results, software functionality, enhancements and upgrades. Each state owns and possesses source code and technical documentation for the current version of the system.

The original Tri-State Agreement between NH, Maine and Vermont was approved as part of Item #228 by Governor and Council on May 15, 2002. That same item also authorized sole-source funding with the MATS software vendor. Since that time, the three states have implemented MATS within their own agencies to meet their agencies' business needs. The Tri-State Agreement helps create a structure so that the States work cooperatively to plan, develop and implement improvements that are beneficial and cost effective to each of the three states.

The Department will provide the business needs for the task order scope and coordinate with the Department of Information Technologies (DoIT) for technical aspects of the task order. Funding for the initial web based conversion is proposed to come from the DoIT software and licensing budget for the Department.

The management and task ordering vehicle for these tasks will utilize this Tri-State Agreement between Vermont, Maine and New Hampshire included in section one (1) of this requested action.

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 Executive Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



for

Victoria F. Sheehan
Commissioner
Department of Transportation



Denis Goulet
Commissioner
Information Technology Department

Attachments

TRI-STATE AGREEMENT FOR MAINTENANCE MANAGEMENT

This Tri-State Agreement is made this entered into this _____ day of _____ **B.C.**
20 by and among the State of Vermont, Maine, and New Hampshire (hereinafter "the Parties/Party") and supersedes all prior versions of this document.

WHEREAS, the Parties recognizes that the purpose of this Memorandum is to document the overall goals and basic tenets of the Parties, as well as to secure the signed acknowledgment of the participants in accordance with the current and future goals of the States of Vermont, Maine and New Hampshire State Transportation Agencies.

WHEREAS, this Tri-State Agreement's primary goal is for the Parties to cooperate to develop, maintain and improve software known as Managing Assets for Transportation Systems (MATS) that the Parties can use to their mutual benefit,

WHEREAS, it is recognized that a key element for the success of this initiative is the existence of a common platform such as MATS that the Parties can use for the advancement of their own needs and through which they can share business knowledge, relevant data and results, software functionality, enhancements, and upgrades.

WHEREAS, in support of the overall objective, each of the Parties looks forward to utilizing MATS to realize the benefits of this collaboration, while recognizing and maintaining the inherent operational differences of each State,

WHEREAS, each State recognizes that this collaboration and the understandings contained herein are subject to the laws of each state and the support and approval of the senior management within the respective State governments.

NOW, THEREFORE, based on the above-referenced recitals, the Parties enter into this Tri-State Agreement.

Purpose of the Tri-State Agreement

This Tri-State Agreement among the State of Vermont, Maine and New Hampshire is based upon the use of the Managing Assets for Transportation Systems (MATS) capability, as a common platform to share the value of similar business knowledge, data and results, software functionality, enhancements and upgrades. Based on prior efforts undertaken by each of the Parties, each state owns and possesses source code and technical documentation for the current version of the system.

Understanding

The Parties understand and acknowledge the following:

- a) Each of the Parties may use, modify and enhance the MATS software in support of its own mission and functions. Ownership and/or the property rights to software developed by the individual States will be retained by the individual States.
- b) Modifications or enhancements undertaken by one of the Parties will be provided to the other Parties in the form of "as developed" source code and documentation during the life of the Tri-State Agreement.
- c) While each of the Parties possesses and owns and/or has property rights to its version of the MATS source code and technical documentation, each State understands that it will not copy, transfer, or barter the software for any other purpose without consultation and with and agreement of the other Parties.
- d) Because of the nature of the Tri-State Agreement, it is understood that each of the Parties will separately financially provide for services and support the MATS software. Within the Tri-State Agreement there may be the use of pooled resources, as deemed appropriate by the Parties.
- e) It is understood that each of the Parties retains the right to act in its own best interest. At the same time, each State agrees to discuss anticipated modifications and enhancements of the MATS software with the other two Parties for the purpose of identifying economic opportunities to achieve common or shared objectives.
- f) It is understood that the Tri-State Agreement among the State of Vermont, Maine, and New Hampshire will only be expanded if all three Parties agree that such action is in the best interests of each State and the collaboration as a whole.

Objectives

In order to sustain a long-term relationship in support of the Tri-State Agreement, it is understood that the following objectives will be collectively pursued by the Parties:

- a) Maintain continuity in terms of product/software baselines and configuration management, change control, version and release management/support.
- b) Sustain the ability to support multiple database environs with a single product that maintains each Parties ability to share/compare business data and best practices, as well as the benefits and economies that accrue to leveraged/shared efforts.
- c) Maintain sufficient requirements documentation for the development, testing and implementation of any software improvements that are requested by the Parties.

Establishment of a Tri-State Support Contract for Managing Assets for
Transportation Systems (MATS)

The Parties will undertake obtaining and utilizing a support contract for the Managing Assets for Transportation Systems (MATS). The contract will be a task ordering vehicle that provides for both State-funded and Federally-funded work.

Process for Consultant Selection (As of the drafting of this MOA August 2017 this is Parsons)

1. The Vermont Agency of Transportation (VTrans) will administer the procurement and will provide Contract Administration on behalf of the Tri-State Parties. VTrans will chair the Consultant Selection Process and will form an evaluation team from representatives of the Parties. Each state will provide both business knowledge and technical knowledge related to the goals and objectives of the Tri-State Parties. VTrans' contracting procedures will govern, and VTrans will handle administrative support for the procurement process and the resultant contract.
2. The resultant contract will provide the means for the Parties to undertake work jointly with one state designated as the sponsoring organization, and also for each state to initiate individual efforts as specific extensions to its implementation of MATS.

Process for Task Generation once Tri-State Support Contract is in Place

1. The following process will apply to generating tasks under the provisions of the Tri-State Support Contract:
 - a. The State of Vermont, Maine and New Hampshire will form a work group to propose and evaluate work tasks for new MATS development efforts.
 - b. A Statement of Work (SOW) will be prepared by one of the Parties and be submitted to VTrans for issuance.
 - c. VTrans issues the SOW to the consultant and a request for a response.
 - d. Consultant provides a response and VTrans shares the response with the Task Evaluation work group for their review. Each Party evaluates the response and provides comments to VTrans; if there is interest in participating in the work effort, or if there are impacts to business processes within the state that VTrans and the initiating Party should be aware of.
 - e. Make necessary edits to the response and proposed SOW based on comments received by all Parties. All Parties will review and make final approval of the SOW to the initiating Party, or defer approval to the sponsoring state.
 - f. If the initiating Party is satisfied, then it provides VTrans with approval to issue authorization to proceed. Upon approval by the issuing Party, the initiating Party assumes responsibility for securing funding to cover the task request and agrees to reimburse VTrans per the deliverable/payment schedule in the proposal.

- g. The initiating or sponsoring Party receives and reviews the deliverables and approves the corresponding invoices for payment by VTrans after coordinating efforts with other Parties if the SOW and deliverables affect more than just the initiating state.
 - h. VTrans make the approved payment and notifies the sponsoring Party of the amount to be reimbursed to VTrans.
 - i. The sponsoring Party makes payment to VTrans.
2. Contract status will be provided at the periodic Tri-State Parties meetings.

Procedures for Amendment

This Tri-State Agreement may be amended, revoked, changed or modified only by written agreement executed by the Parties. Any Party has the right to terminate its participation after an initial period of 4 years upon 90 written days' notice. No waiver of any provision of this Tri-State Agreement shall be valid unless in writing and signed by the party to be charged.

Miscellaneous
Liability

None of the signatories to this Tri-State Agreement shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of any other party. The terms of this Tri-State Agreement shall not be deemed a waiver of sovereign immunity by any of the Parties.

Choice of Law

It is the desire and intention of the Parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the individual Parties.

Funding Contingency

It is understood that all payment obligations of each of the Parties hereunder are contingent upon the availability and continued appropriation of public funds, and in no event shall a Parties be liable for any payments hereunder in excess of such available appropriated funds.

[Remainder of page intentionally left blank; signature page to follow.]

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

State of Vermont Agency of Transportation

State of New Hampshire
Department of Transportation

Signature: e-Signed by Joe Flynn
 on 2017-12-14 15:57:06 GMT

Signature: e-Signed by Bill Cass
 on 2017-12-22 12:58:30 GMT

Name: Joe Flynn

Name: Bill Cass PE

Title: Secretary of Transportation

Title: Assistant Commissioner

Date: December 14, 2017

Date: December 14, 2017

APPROVED AS TO FORM:

State of Maine Department of Transportation

 e-Signed by John Dunleavy
 on 2017-10-25 20:30:58 GMT

Signature: e-Signed by Brian Burne
 on 2017-12-14 13:21:17 GMT

ASSISTANT ATTORNEY GENERAL

Name: Brian Burne

Title: Highway Maintenance Engineer

Date: December 14, 2017, 2017

Authorized to enter into Agreement as
approved by NH Attorney General on

1/26/2018 Allen B. Green

Authorized to enter into Agreement as
approved by NH Governor and Council on
