

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

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**NH Public Utilities Commission Safety Division**

**Safety Database  
Scheduler, Violation, Inspection and Federal Reporting**

**RFP 2018-078**

<b>RFP ISSUED.....</b>	<b>September 28, 2017</b>
<b>VENDOR CONFERENCE.....</b>	<b>October 6, 2017 at 1:00p.m. EST</b>
<b>AT.....</b>	<b>21 S. Fruit Street, Suite 10, Concord, New Hampshire 03301</b>
<b>STATE POINT of CONTACT.....</b>	<b>Cindy Dotlich</b>
<b>CONTRACT TYPE.....</b>	<b>NOT TO EXCEED</b>
<b>PROPOSALS DUE.....</b>	<b>October 27, 2017 at 4:30p.m. EST</b>

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Authorized User</b>	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
<b>CCP</b>	Change Control Procedures
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed Solution or process once development has begun.
<b>Change Order</b>	Formal Documentation prepared for a proposed change in

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

	the Specifications.
<b>Completion Date</b>	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
<b>Contract</b>	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Part 2, IT Provisions – Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: <i>Price Limitation</i> , as well as Part 3, Exhibit B – Paragraph 2: <i>Contract Price</i> .
<b>Contractor</b>	The Contractor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
<b>COTS</b>	Commercial Off The Shelf
<b>CR</b>	Change Request
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

	default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this Project for the State of New Hampshire.
<b>Custom Software</b>	Software developed by the Vendor specifically for this Project for the State of New Hampshire.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were Deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under <a href="#">RSA chapter 21-R</a> by the Legislature effective September 5, 2008.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as “code signing”.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the transformation of Data for security purposes.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder (“Event of Default”): <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on Schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract.</li> </ul>
<b>Firm Fixed Price Contract</b>	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>GAAP</b>	Generally Accepted Accounting Principles.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>GUI</b>	Graphical user interface.
<b>Harvest</b>	Software to archive and/or control versions of Software.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

<b>Input Validation</b>	Ensure that the value entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>LOC</b>	Letter of Concern – Type of enforcement action used by the Safety Division
<b>NFPA</b>	National Fire Protection Agency
<b>NESC</b>	National Electrical Safety Code
<b>Non-Exclusive Contract</b>	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
<b>NOA</b>	Notice of Amendment – Type of enforcement action used by the Safety Division
<b>NOPV</b>	Notice of Probable Violation – Type of enforcement action used by the Safety Division
<b>NOV</b>	Notice of Violation – Type of enforcement action used by the Safety Division
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.
<b>Open Data Formats</b>	A Data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in <a href="#">RSA chapter 21-R:10</a> and <a href="#">RSA chapter 21-R:11</a> .
<b>Open Standards</b>	Specifications for the encoding and transfer of computer Data that is defined in <a href="#">RSA chapter 21-R:10</a> and <a href="#">RSA chapter 21-R:13</a> .
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>PHMSA</b>	US Dept. of Transportation's Pipelines and Hazardous Materials Safety Administration.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project.
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
<b>PUC</b>	Public Utilities Commission
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

	Project as described in the Contract.
<b>Software</b>	All Custom Software and COTS Software provided by the Vendor under the Contract.
<b>Software Deliverables</b>	All Custom Software and COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Public Utilities Commission Safety Division 21 S. Fruit St., Suite 10 Concord, New Hampshire 03301 Reference to the term "State" shall include applicable agencies.
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <a href="#">RSA chapter 91-A: Access to Governmental Records and Meetings</a> .
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

	Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State Project Leader</b>	State's representative with regard to Project oversight.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: <ol style="list-style-type: none"> <li>1. Consistent with Statement of Work within statement of Services;</li> <li>2. Not constitute a new assignment; and</li> <li>3. Not change the terms, documents of Specifications of the SOW.</li> </ol>
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when the Contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test.
<b>Unit Test</b>	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing (UAT)</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

<b>Vendor/ Contracted Vendor</b>	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Virtual Private Network (VPN)</b>	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network
<b>Warranty Period</b>	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 7:30 a.m. EST. and 5:00 p.m. EST, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: <i>System Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

## **1. INTRODUCTION**

The State of New Hampshire, acting through the NH Public Utilities Commission (PUC) Safety Division, is releasing this Request for Proposal (RFP) to procure a Software system and associated Services for the Division to establish a secure auditable system that is accessible from both within the state network and remotely from field locations that allows for scheduling, inspection, violation tracking and enforcement, federal report tracking, and grant administration.

### **1.1 PROJECT OVERVIEW**

The Safety Database, a ten (10) user system will be a complete hosted system with CRM capabilities that will provide the business intelligence to provide ad-hoc reporting capabilities, scheduling, inspection, violation enforcement, and federal reporting. The proposed solution shall be secure, auditable, and will allow access from both within the state network and remotely from field locations. This will be used by inspectors, auditors, and PUC staff to meet the mission to protect people, property, and the environment from the risks of hazardous materials transportation. The PUC desires an improved Safety Database will be comprised in a manner that incorporates and allows best practices as required by State and Federal governments. The proposed solution should be able to access and update PHMSA, NFPA, PUC 500 and 800 rules and be able to apply those rules to the inspection and violation reports from tablets in the field and other devices while updating the federal reports. With multiple individuals participating in the investigations, the reports will need to have accessibility for more than one individual for inputting information. The input should feed the necessary reports for both state and federal regulators following each respective requirement. While in the field, the inspectors gather evidence from the utilities including written procedures, pdfs, jpegs, scans of qualifications with a heavy use of photo documentation applied to determine general and specific compliance. There is a general need to have the ability to attach these documents to the inspection reports. In addition, the proposed solution needs to deliver a calendar integration that provides the ability to view, schedule, and track all inspectors' locations and hours spent on an inspection, as well as, total inspection hours for inspector certification. Furthermore, the system will need the ability for other applications to coexist for other public utilities application in future phases.

The current system is 15 years old; it does not support all the features needed to meet the evolving needs of the Safety Division. Currently report generation is inadequate demanding manual entry and duplicate efforts. The result of the current process is inaccurate, time consuming reporting that ultimately affects the civil penalties associated with the enforcement process.

### **1.2 CONTRACT AWARD**

The State plans to execute a Not to Exceed (NTE) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted Proposals in accordance with the Review process outlined in Section 5: *Proposal Evaluation Process* below. The award will be based upon criteria, standards, and weighting identified in this RFP. The State also reserves the right, at its discretion, to award a Contract by item, part, or portion of an item, group of items, or total Proposal.

#### **1.2.1 NON-EXCLUSIVE CONTRACT**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of the Contractor.

If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. A Contract award is contingent on approval by the Governor and Executive Council.

### **1.3 CONTRACT TERM**

#### **Time is of the essence in the performance of a Vendor's obligations under the Contract.**

The Vendor shall be fully prepared to commence work within thirty (30) days after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend for one (1) year to include implementation and post-implementation support. The term may be extended up to two (2) times, each with a duration of up to two (2) years ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

#### **1.3.1 CONTRACT NEGOTIATIONS AND UNSUCCESSFUL BIDDER NOTICE**

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

In accordance with New Hampshire Statutes [Chapter 21-G:37](#), no information shall be available to the public, the members of the general court or its staff, notwithstanding the

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

provisions of [RSA chapter 91-A: Access to Governmental Records and Meetings](#), concerning specific responses to this RFP, from the time the RFP is made public until the Contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after Contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

**1.3.2 VENDOR ETHICS**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by [RSA 15-B](#), to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFP. Any bidder that violates this section shall be subject to prosecution for an offense under [RSA 640:2](#). Any bidder who has been convicted of an offense based on conduct in violation of [RSA 21-G:38](#), which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

**1.4 SUBCONTRACTORS**

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H: *State of New Hampshire Terms and Conditions* and, Appendix H-25: *General Contract Requirements* herein.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

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**2. SCHEDULE OF EVENTS**

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP released to Vendors (on or about)	September 28, 2017	9:00a.m. EST
Vendor Inquiry Period begins (on or about)	September 28, 2017	
Optional Vendor Conference; location identified in Section 4.3: Vendor Conference	October 6, 2017	1:00p.m. EST
Vendor Inquiry Period ends (final inquiries due)	October 13, 2017	4:30p.m. EST
Final State responses to Vendor inquiries	October 17, 2017	4:30p.m. EST
Final date for Proposal submission	October 27, 2017	4:30p.m. EST
Invitations for oral presentations	November 1, 2017	4:30p.m. EST
Vendor presentations/discussion sessions/interviews, if necessary identified in Section 4.14: Oral Presentations/interviews and Discussion (estimated)	November 6, 2017	9:00a.m. EST
Anticipated Governor and Council approval	December 6, 2017	
Anticipated Notice to Proceed	December 7, 2017	

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

### **3. SOFTWARE, REQUIREMENTS AND DELIVERABLES**

#### **3.1 SOFTWARE**

Each Proposal must present Software solution that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*.

#### **3.2 REQUIREMENTS**

**3.2.1 Appendix B:** *Minimum Standards for Proposal Consideration*, compliance with System requirements, use of proposed COTS Software solution, Vendor Implementation experience, and proposed Project Team.

**3.2.2 Appendix C:** *System Requirements and Deliverables*, for scope of work, requirements and Deliverables.

**3.2.3 Appendix D:** *Topics for Mandatory Narrative Responses* for Software, technical, Services and Project Management topics.

**3.2.4 Appendix E:** *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

#### **3.3 DELIVERABLES**

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar Projects related to the Software, technical Services, and Project Management topics.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**4. INSTRUCTIONS**

**4.1 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS**

Proposals submitted in response to this RFP must be received by the NH Public Utilities Commission Safety Division, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to the address below. Proposals **will not** be accepted via email and if submitted electronically, will not be considered.

**STATE OF NEW HAMPSHIRE**  
Public Utilities Commission  
C/O Cindy Dotlich  
21 S. FRUIT STREET, SUITE 10  
CONCORD, NEW HAMPSHIRE 03301

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
Public Utilities Commission  
Safety Division

**RESPONSE TO**  
PUC - RFP 2018-078  
SAFETY DATABASE

**Late submissions will not be accepted and will remain unopened.** Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the PUC, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit only one (1) Proposal in response to this RFP.

The State reserves the right to reject any and all Proposals and to waive informalities and minor irregularities in Proposals received and to accept any portion of a Proposal or all items bid if deemed in the best interest of the Secretary to do so.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) original and eight (8) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) electronic copy on CD ROM in MS WORD format.



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

#### **4.2 PROPOSAL INQUIRIES**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

**STATE OF NEW HAMPSHIRE**  
Public Utilities Commission  
C/O Cindy Dotlich  
21 S. FRUIT STREET, SUITE 10  
CONCORD, NEW HAMPSHIRE 03301  
Email: Cindy.Dotlich@doit.nh.gov

During the Vendor Inquiry Period (see Section 2: Schedule of Events) Vendors are required to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Emails containing inquiries must be clearly marked as follows:  
Subject line: INQUIRIES TO PUC - RFP 2018-078 SAFETY DATABASE

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing and posted as an addendum to the Department of Administrative Services website.

##### **4.2.1 RESTRICTION OF CONTACT WITH STATE EMPLOYEES**

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under Contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**4.3 VENDOR CONFERENCE**

A non-mandatory Vendor Conference will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*:

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
21 S. FRUIT STREET, SUITE 10  
CONCORD, NEW HAMPSHIRE 03301**

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted. Conference numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

Vendors are allowed to send a maximum number of five (5) representatives.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to Review any applicable Documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

**4.4 ALTERATION OF RFP**

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

**4.5 RFP ADDENDUM**

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. Any addendum issued in response to the RFP will be posted to the Department of Administrative Services website. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**4.6 NON-COLLUSION**

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

**4.7 VALIDITY OF PROPOSAL**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

**4.8 PROPERTY OF THE STATE**

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

**4.9 CONFIDENTIALITY OF A PROPOSAL**

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

**4.10 PUBLIC DISCLOSURE**

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under [RSA chapter 91-A: Access to Governmental Records and Meetings](#). In addition, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA chapter 91-A:5, IV: *Exemptions*. If you believe any information being submitted in response to a Request for Proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the Contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting Contract, as determined by the State, including but not limited to, [RSA chapter 91-A: Access to Governmental Records and Meetings](#) (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

**4.11 SECURITY**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

**4.12 NON-COMMITMENT**

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

**4.13 PROPOSAL PREPARATION COST**

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

**4.14 ORAL PRESENTATIONS/INTERVIEWS AND DISCUSSION**

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS solution. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

**4.15 REQUIRED CONTRACT TERMS AND CONDITIONS**

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the Vendor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**4.16 PROPOSAL FORMAT**

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

**4.17 PROPOSAL ORGANIZATION**

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of key Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum(a) - *<required in original Proposal only>*
- **Section IX:** Appendix

**4.18 PROPOSAL CONTENT**

**4.18.1 COVER PAGE**

The first page of the Vendor's Proposal should be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE  
NH PUBLIC UTILITIES COMMISSION  
SAFETY DIVISION**

**RESPONSE TO:  
PUC RFP 2018-078  
2018-078 SAFETY DATABASE**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, State, zip code, fax number, and email address.

**4.18.2 TRANSMITTAL FORM LETTER**

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

State of New Hampshire Proposal Transmittal Form Letter

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**To:** NH PUBLIC UTILITIES COMMISSION SAFETY DIVISION  
State Point of Contact: Cindy Dotlich  
Telephone (603) 271-6320  
Email: [Cindy.Dotlich@doit.nh.gov](mailto:Cindy.Dotlich@doit.nh.gov)

**RE:** Proposal Invitation Name: SAFETY DATABASE  
Proposal Number: RFP 2018-078  
Proposal Due Date and Time: November 3, 2017 at 2:30p.m. EST

To Whom It May Concern:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH PUC 2018-078 SAFETY DATABASE at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: \_\_\_\_\_ is authorized to legally obligate  
Company Name: \_\_\_\_\_

We attest to the fact that:

The company has Reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Appendix H: *State of New Hampshire Terms and Conditions*, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2018-074 and any subsequent signed Addendum (a).

Our official point of contact is: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Authorized Signature Printed: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**4.18.3 TABLE OF CONTENTS**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail (e.g., numbering, level of detail).

**4.18.4 SECTION I: EXECUTIVE SUMMARY**

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

**4.18.5 SECTION II: GLOSSARY OF TERMS AND ABBREVIATIONS**

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

**4.18.6 SECTION III: RESPONSES TO SYSTEM REQUIREMENTS AND DELIVERABLES**

System requirements are provided in Appendix C: *System Requirements and Deliverables*.

Using the response tables in Appendix C: *System Requirements and Deliverables*, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

**4.18.7 SECTION IV: NARRATIVE RESPONSES**

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different aspects of the scoring process of the Proposal. Discussion of each topic must begin on a new page.

**4.18.8 SECTION V: CORPORATE QUALIFICATIONS**

Section V should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Section E-1: *Required Information on Corporate Qualifications*.

**4.18.9 SECTION VI: QUALIFICATIONS OF KEY VENDOR STAFF**

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Sections: E-2: *Team Organization and Designation of Key Vendor Staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for Key Vendor Staff Roles*.



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**4.18.10 SECTION VII: COST PROPOSAL**

The Cost Proposal must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: *Pricing Worksheets*.

*NOTE: Section VII Cost Proposal, must become public information and as such shall not be made confidential or proprietary. Proposals submitted with all or part of the Section VII labeled confidential or proprietary shall not be considered response and shall not be accepted.*

**4.18.11 SECTION VIII: COPY OF THE RFP AND ANY SIGNED ADDENDUM (A)**

*NOTE: Required in original Proposal only.*

**4.18.12 SECTION IX: APPENDIX-** This section provided for extra materials as referenced in Appendix D: *Topics for Mandatory Narrative Responses* such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

## **5. PROPOSAL EVALUATION PROCESS**

### **5.1 SCORING PROPOSALS**

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the State, determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:

- 300 points – **Proposed Software Solution**
- 150 points – **Vendor’s Technical, Service and Project Management Experience**
- 200 points – **Vendor Company**
- 100 points – **Staffing Qualifications**
- 250 points – **Solution Cost (Rates and Pricing)**
- 1000 points – **Total Possible Score.**

### **5.2 RIGHTS OF THE STATE IN EVALUATING PROPOSALS**

The State reserves the right to:

- Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;
- Omit any planned evaluation step if, in the State’s view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

### **5.3 PLANNED EVALUATIONS**

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals;
- Oral interviews and product demonstrations; and
- Final evaluation of Proposals.

#### **5.3.1 INITIAL SCREENING**

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

submission requirements or minimum standards may be rejected without further consideration.

**5.3.2 PRELIMINARY SCORING OF PROPOSALS**

The State will establish an evaluation team to initially score Proposals. Topics associated with Phase I requirements and deliverables are subject to scoring. Subsequent phases discussed in the RFP are not scored but are provided for informational purposes only.

**5.3.3 ORAL INTERVIEWS AND PRODUCT DEMONSTRATIONS**

Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstrations will be two (2) hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial Review of the Proposals.

**5.3.4 BEST AND FINAL OFFER**

The State **will not** be requesting a Best and Final Offer.

**5.3.5 FINAL EVALUATION**

The State will conduct final evaluations as a culmination of the entire process of Reviewing Vendor Proposals and information gathering. Reference and background checks will be made for finalist or finalists as appropriate. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

**5.4 SCORING DETAIL**

The State will select a Vendor based upon the criteria and standards contained in this RFP.

<b>Factor #</b>	<b>Factor</b>	<b>Max Points</b>
1	Proposed Software Solution	300
2	Vendor's Technical, Service and Project Management Experience	150
3	Vendor Company	200
4	Staffing Qualifications	100
5	Solution Cost (Rates and Pricing)	250
	Total Possible Score:	1,000

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**5.4.1 SCORING OF THE PROPOSED SOFTWARE SOLUTION**

The Vendor's Proposed Software Solution will be allocated a maximum score of three hundred (300) points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

**Factors include but are not limited to:**

- How well does the solution do the things the Agency needs?
- How well does the solution perform these functions?
- How well the Solution will adapt to the agency (or does the agency have to adapt to it)?
- How does it fit with the agencies other products and business strategies?
- Can it adapt to future organizational changes?
- Does it support organizational technical strategies?
- Can it easily accommodate any planned or possible growth?
- Describe the ease of System modification, integration and data storage.
- How quickly can users perform a needed task?
- How easy is it to learn, is it intuitive? How steep is the learning curve?
- How many functions identified in Attachment C-2 (General Requirements Vendor Response Checklist) are being proposed as part of the COTS product without requiring customization?
- How many functions identified in Attachment C-2 (General Requirements Vendor Response Checklist) are being proposed that require system customization?

**Criteria for these scores will be found in but are not limited to:**

- **Proposal Section III: Responses to Requirements and Deliverables**
  - **Attachment C-2: General Requirements Vendor Response Checklist**
- **Proposal Section IV: Narrative Responses related to Appendix D**
- **Vendor Presentation and Demonstration**

**5.4.2 SCORING OF VENDOR TECHNICAL, SERVICE, AND PROJECT MANAGEMENT PROPOSAL**

Vendor proposed Services will be allocated a maximum score of one hundred fifty (150) points. The main purpose of this section is to measure how well the Vendor proposes to carry out the implementation and maintenance the Solution. The Implementation of the Solution will require the Vendor to customize or configure the application to meet the requirements of the State, monitor and ensure its operation throughout the Warranty Period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, and the Project and the technical environment will be critical. How

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

**Factors include but are not limited to:**

- Technical approach proposed for all phases of the project.
- Approach to key phases of the project; planning, design, system specification, implementation, testing, training, roll-out, operations, etc.
- Protection of Data – The degree to which continuous operations are insured against unexpected problems.
- Compatibility with State IT Expertise and Training Approach – What is the degree to which the system uses technologies which may be supported by State personnel?
- Project Execution – Do company procedures facilitate: communication with the State, the early discovery and resolution of problems, efficient and effective operation through implementation and an effective support structure of the system?
- Project Management Competence – Must demonstrate administrative, management, quality control, and oversight.
- Ongoing Operations (post-warranty operation and support) – Is there a user group for the application? How long has it been in operation? Is cost of upgrade shared by user groups or the sole responsibility of the State? Is this included with the cost of software maintenance? How are future upgrades determined?
- Staff Training – Staff must have relevant training to carry out the project.
- Vendor Team Availability – Are key staff dedicated to serving only this project and not spreading their time on other projects for the Vendor? What other projects are key staff involved in, if any?
- Future Costs to the State – Are the costs consistent throughout the term of the contract and extensions?
- State Resources – Are the proposed State resources appropriate to what the State has available? Is the Vendor able to assist with any issues with respect to State workforce volatility during implementation and ongoing operations?

**Criteria for these scores will be found in but are not limited to:**

- **Proposal Section IV: *Narrative Responses related to Appendix D***
- **Proposal Section III: *Responses to Requirements and Deliverables***
  - **Attachment C-2: *General Requirements Vendor Response Checklist***
- **Proposal Section VI: *Qualifications of Key Staff***
- **Appendix F-4: *Future Vendor Rates Worksheet***
- **Appendix F-5: *Proposed State Staff Resource Hours Worksheet***
- **Proposed Work Plan**
- **References**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

**5.4.3 SCORING OF VENDOR COMPANY**

Vendor Company qualifications will be allocated a maximum score of two hundred (200). It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

**Factors include but are not limited to:**

- How long in business – A proven track record of operation for many years that demonstrates the company will continue to support the system.
- How many years' experience with the proposed product – Demonstrated competence in working with the proposed product or technology.
- Previous Vendor successes in other similar State environments.
- Previous successes of key project team members in other similar State environments.
- Bench strength and support structures – The State will consider the depth of required technical skill within the company, as well as the Vendor's plan for knowledge transfer to State staff.
- References – The measure of a company's worth is more accurate when made by a third party which has partnered with the company in a similar project.
- Litigation – The relevance of involvement of the company in litigation will be considered.
- Financial Strength – Financial strength when measured by financial statements or a rating company is an indication of the company's ability to operate long term and through unexpected problems.

**Criteria for these scores will be found in but are not limited to:**

- **Proposal Section V: *Corporate Qualifications***
- **Vendor Presentations**
- **References**
- **Financial Information**

**5.4.4 SCORING OF VENDOR STAFFING QUALIFICATIONS**

Vendor Staff must have the training and experience to support the Vendor plans to implement and support the System. Vendor Company qualifications will be allocated a maximum score of one hundred (100) points.

**Factors include but are not limited to:**

- Size and Composition of Vendor Team – Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the project?
- Training and certification of vendor staff is important but experience with similar projects will be a major contributor to a smooth implementation.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
INTRODUCTION**

---

- Does the Vendor staff have the appropriate certification to support the needed software?

**Criteria for these scores will be found in but are not limited to:**

- **Proposal Section VI: *Qualifications of Key Staff***
- **Vendor Presentations**
- **References**

#### **5.4.5 Scoring the Software Solution Cost**

Vendor proposed Software Solution cost will be allocated a maximum score of two hundred fifty (250) points. Costs should only include Phase 1 deliverables.

The State will consider both Implementation and subsequent four (4) year license and maintenance costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, F-4: *Software Licensing, Maintenance, and Support Pricing Worksheet* and if appropriate, F-5: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*. The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

NOTE: THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Vendor's Cost Score = (Lowest Proposed Cost of all Vendor's Proposed Cost for this RFP divided by the Vendor's total proposed cost) times the number of maximum points awarded for lowest cost (250) points.

Note: For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

**APPENDIX A: BACKGROUND INFORMATION**

**A-1 NH Public Utilities Commission Safety Division**

The NH Public Utilities Commission Safety Division is responsible for six general areas of oversight: The Division primarily provides support to other divisions within the Commission and externally to other State agencies in subject matters of:

- Underground damage prevention;
- Pipeline safety;
- Electrical safety and reliability;
- Emergency preparedness and emergency response;
- Physical and cyber security;
- Engineering, geographic information systems; and
- Technical and analytical expertise.

**UNDERGROUND DAMAGE PREVENTION PROGRAM (DIG SAFE)**

New Hampshire's Underground Damage Prevention Program protects excavators, utility operators and the general public from the significant dangers associated with damage to buried gas, power and other utility lines. The New Hampshire Public Utilities Commission is responsible for enforcing the underground utility damage prevention program within our state to ensure public safety and minimize damage to underground facilities.

**PIPELINE SAFETY**

Historically, the Commission Safety Division's predominant responsibility has been tied to pipeline safety and that focal point continues today. The Safety Division regularly inspects natural gas, methane and particular propane pipeline facilities to assure compliance with all Federal and State safety rules and regulations pertaining to the design, construction, operation and maintenance of those facilities. It also investigates incidents involving natural gas resulting in injury requiring hospitalization, a fatality, or property damage. The Commission is responsible for enforcing safety standards for intrastate natural gas distribution and pipeline systems located within the state. The standards and enforcement actions for the interstate natural gas and hazardous materials pipelines that traverse through the state are the responsibility of the federal Pipeline and Hazardous Materials Safety Administration (PHMSA).

**ELECTRICAL SAFETY AND RELIABILITY**

Whenever there is electrical contact in which a person has received a shock, flash injury or other injury that resulted from contact with the utility's facilities, an investigation and report is completed. The Staff routinely participates in simulated drills of emergency response of each of the electric utilities as well as reviews Emergency Response procedures of each of the electric service providers. Operations and Maintenance policies of each of the utilities is reviewed by the Safety Division. The Safety Division leads in coordinating service restoration efforts with the electric utilities during major power outages and acts a liaison for implementing the State's Emergency Preparedness Plan. The Commission relies on its Safety Division to provide substantive safety oriented input during periodic



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

electric utility service related policy initiatives including providing technical assistance in updating the PUC 300 Rules for Electric Service.

**EMERGENCY PREPAREDNESS AND EMERGENCY RESPONSE**

The Safety Division participates as a subject matter expert for the Energy and Communications Sector—two important sectors of the States Emergency Operation Plan. The Safety Division assists with revisions to the States Emergency Operation’s Plan and related annexes. During state wide emergency in which the Emergency Operations Center (EOC) is activated, representatives of the Safety Division collect and distribute emergency response activities of the affected utilities. Often, post activation, the Safety Division prepares and publishes comprehensive After Action Reports for those incidents considered historical in nature and affecting large segments of the New Hampshire population. Observations and Recommendations are provided to each utility and the PUC Commission.

**PHYSICAL AND CYBER SECURITY**

The Safety Division participates in the Governor’s Advisory Council on Emergency Preparedness and maintains updated information on critical infrastructure and cyber security. The Safety Division inspects physical plant of energy providers to see if it meets industry standards. These inspections require a review of physical security systems employed by both gas and electric utilities. The Safety Division monitors cyber security, more appropriately referred to as Cyber Safety, plans developed by the electric and gas utilities for completeness and best practices. The Safety Division participates in national and regional educational opportunities and drill opportunities. The Safety Division has worked extensively with the Federal Energy Regulatory Commission (FERC) Office of Energy Infrastructure Security in sharing of strategic frameworks and assessment techniques.

**ENGINEERING, GIS AND OTHER SUPPORT**

The Safety Division maintains a Geographic Information System that contains critical infrastructure and major infrastructure for energy and telecommunication providers within the state. The Safety Division is responsible for internally reviewing petitions from utilities to install facility crossings over public waters and State-owned land. The Division’s reviews aid the Commission in determining whether such crossings are necessary to meet reasonable requirements of service to the public and whether they conform to applicable safety codes.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

**MISSION OF THE PUBLIC UTILITIES COMMISSION SAFETY DEPARTMENT:**

The mission of the Public Utilities Commission Safety Department is to protect people, property, and the environment from the risks of hazardous materials transportation.

**PROJECT OVERVIEW/JUSTIFICATION:**

The Safety Database, a ten (10) user system will be a complete hosted system with CRM capabilities that will provide the business intelligence to provide ad-hoc reporting capabilities, scheduling, inspection, violation enforcement, and federal reporting. The proposed solution shall be secure, auditable, and will allow access from both within the state network and remotely from field locations. This will be used by inspectors, auditors, and PUC staff to meet the mission to protect people, property, and the environment from the risks of hazardous materials transportation. The PUC desires an improved Safety Database will be comprised in a manner that of; and incorporates and allows the best practices as required by State and Federal governments. The proposed solution should be able to access and update PHMSA, NFPA, PUC 500 and 800 rules and be able to apply those rules to the violation and inspection and violation reports from tablets in the field and other devices while updating the federal reports. With multiple individuals participating in the investigations, the reports will need to have accessibility to for more than one individual for inputting information. The input should feed the necessary reports for both state and federal regulators following each respective requirement. While in the field, the inspectors gather evidence from the utilities including written procedures, pdfs, jpegs, scans of qualifications with a heavy use of attached photo documentation to determine general and specific compliance. In addition, the proposed solution needs to deliver a calendar integration that provides the ability to view, schedule, and track all inspectors' locations and hours spent on an inspection, as well as, total inspection hours for inspector certification. Furthermore, the system will need the ability for other applications to coexist for other public utilities application in future phases.

The current system is 15 years old; it does not support all the features needed to meet the evolving needs of the Safety Division. Currently report generation is inadequate demanding manual entry and duplicate efforts. The result of the current process is inaccurate, time consuming reporting that ultimately affects the civil penalties associated with the enforcement process.

**GOALS AND OBJECTIVES FOR THE SAFETY DATABASE:**

It is expected that a fully implemented system will increase efficiency and effectiveness of the current database and inspection process for the inspectors of the NH Public Utilities Commission Safety Department.

**Phase I - PIPELINE:**

Provide a hosted proven cloud based inspection system with CRM capabilities that will provide the business intelligence to provide ad-hoc reporting capabilities, scheduling, violation enforcement, inspection, federal reporting. In addition, the system will need the ability for other applications to coexist for other public utilities application in future phases.

**Phase II - DIG SAFE (Future):**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

A similar database capture method to reestablish an excavation damage database and applicable enforcement actions that result from submission of electronic forms from multiple stakeholders and tracks the enforcement progression from report date to close with the ability to link prior history of compliances.

**Phase III - ELECTRICAL SAFETY AND RELIABILITY (Future):**

Long term, a similar database capture method needs to be expanded to Electrical Safety Inspection of electric service providers in New Hampshire. This would include NESC references including reference editions.

**Phase IV - PHYSICAL AND CYBER SECURITY (Future):**

Expand the system to develop the application to include Cybersecurity and Security reviews/inspections of Electric and Gas Utilities. In this phase the Grant Administration will need to be developed to utilize information from the entire system application (Phase I, Phase II, Phase III, and Phase IV to assist with Grant writing development.

**A-2 DEPARTMENT OF INFORMATION TECHNOLOGY AND TECHNOLOGY STATUS**

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

**A-2.1 TECHNICAL ARCHITECTURE**

Components of the State's technical architecture include:

- State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, and wireless, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- Internet Access: All State agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers.
- The State uses VMWare for Windows server virtualization and virtual hosts are deployed at two separate State campus sites. VMWare provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMWare automatically fails over all of the virtual servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

**A-2.2 FUTURE SYSTEMS ENVIRONMENT**

Future design and development efforts should conform to the emerging environment as defined by current Information Technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common Services (security and content search), where possible.

**A-3 RELATED DOCUMENTS REQUIRED**

Vendors are **NOT** required to submit these certificates with their Proposal. Vendors may be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.

- a. Certificate of Good Standing/Authority (Appendix G-3–Item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: <http://sos.nh.gov/formslaws.aspx>
- b. Certificate of Vote (Appendix G-3-Item B)
- c. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

**A-4 STATE PROJECT TEAM**

State high-level staffing for the Project will include the following, described in further detail below:

- Project Sponsor;
- State Project Manager;
- State IT Manager;
- Technical Support Team;
- Business Process Owners; and
- User Acceptance Testing Team.

**A-4.1 PROJECT SPONSOR**

The Project Co-Sponsors; Debra Howland, Executive Director for the Public Utilities Commission, and Randy Knepper, Director for the Public Utilities Commission Safety Division, and Bob Wyatt, Assistant Director of the Safety Division, will be responsible for securing financing and resources, addressing issues brought to their attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**A-4.2 STATE PROJECT MANAGER**

The State Project Manager, Cindy Dotlich, IT Manager for the Public Utilities Commission, will be responsible for working with the PUC staff, State IT Manager, and the Vendor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contract for the Vendor and business user and will interact with the Vendor to address question or concerns encountered by users as they arise.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

Primary Responsibilities include:

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

**A-4.3 STATE TECHNICAL SUPPORT TEAM**

The State's Technical Support Team supports the current Safety Database software. During this project this team will serve as subject matter experts and will be heavily involved in early planning and design activities for the Safety Database replacement environment.

Primary responsibilities include:

- Supporting the project as a technical resource and subject matter expert;
- Assisting with data conversion planning and design;
- Assisting with data clean-up prior to conversion; and
- Assisting in the development of system security, operational support models, and system architecture planning activities.

**A-4.4 BUSINESS PROCESS OWNERS**

The State's Business Process Owners will serve as subject matter experts and will be heavily involved throughout all aspects of the implementation.

Primary responsibilities include:

- Participate in gap analysis work sessions;
- Serve as subject matter experts in regard to the current system and existing business processes;
- Help define "to be" business processes;
- Active involvement in testing activities; and
- Serve as liaisons between business operational departments and the Vendor's project team.

**A-4.5 USER ACCEPTANCE TESTING (UAT) TEAM**

The State's User Acceptance Team will be comprised of the Business Process Owners (described above) and additional business process owners from within each of the PUC's operational departments. The UAT Team will be responsible for carrying out UAT test scripts and completing UAT testing activities.

Primary responsibilities include:

- Assisting in the development of appropriate UAT testing scripts;
- Completing assigned UAT testing scripts;

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX A: BACKGROUND INFORMATION**

---

- Retesting fixes to “defects” made by the Vendor;
- Assisting with data clean-up prior to conversion; and
- Serving as a liaison between the business operational departments sharing the results and progress of UAT testing activities.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

---

**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

**B-1 SUBMISSION REQUIREMENTS**

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: *Proposal Submission, Deadline, and Location Instructions*.
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception.
- The proposed escrow agreement shall be submitted with the Vendor’s Proposal for Review by the State.

**B-2 COMPLIANCE WITH SYSTEM REQUIREMENTS**

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor’s Solution must be able to satisfy all mandatory requirements listed.

**B-3 CURRENT USE OF VENDOR PROPOSED SOFTWARE – CURRENT IMPLEMENTED SITES OF VENDOR PROPOSED SOFTWARE**

Components that constitute the Vendor’s proposed Software solution must be fully implemented and Operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.

**B-4 VENDOR IMPLEMENTATION SERVICE EXPERIENCE** The Implementation Vendor must have completed the Vendor proposed Software Implementation for at least three (3) government entities of comparable in size and complexity to the State of New Hampshire within the last five (5) years. The specific Vendor proposed Software version and functionality must be described.

**B-5 PROPOSED PROJECT TEAM**

The proposed Project Team must include individuals with substantial experience in:

- Each of the disciplines relating to his or her stated project role;
- Implementing a system that meets the requirements outlined in Appendix C;
- The discipline of effective Project Management;
- The discipline of effective risk and issue management;
- The discipline of software development life cycle for like systems;
- The discipline of software testing activities;
- Operational support of government entities comparable in size and complexity;
- Successful system roll-out;
- Effective use of software change management best practice; and
- Effective use of defect tracking tools that allow for reporting on test results.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

---

- System modification in order to satisfy unique needs of the NH Public Utilities Commission Division of Safety in New Hampshire.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX C: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

**C-1 SCOPE OF WORK – PHASE I**

To establish a ten (10) user secure auditable system that allows access from both within the state network and remotely from field locations. This will be used by inspectors, auditors, and PUC staff to meet the mission to protect people, property, and the environment from the risks of hazardous materials transportation. The system should be comprised in a manner that incorporates and allows best practices as required by State and Federal governments to be included. The proposed solution should be able to access and update PHMSA, NFPA, PUC 500 and 800 rules and be able to apply those rules to the inspection and violation reports from tablets in the field and other devices while updating the federal reports. With multiple individuals participating in the investigations, the reports will need to have accessibility for more than one individual for inputting information. The input should feed the necessary reports for both state and federal regulators following each respective requirement. While in the field, the inspectors gather evidence from the utilities including written procedures, pdfs, jpegs, scans of qualifications with a heavy use of photo documentation applied to determine general and specific compliance. There is a general need to have the ability to attach these to the inspection reports. The proposed solution should also be able to provide inspectors any historical information about an inspection or any violation. In addition, the proposed solution needs to deliver a calendar integration that provides the ability to view and track all inspectors' locations and hours spent on an inspection, as well as, total inspection hours for inspector certification. Furthermore, the system will need the ability for other applications to coexist for other public utilities application in future phases. Complete project execution and implementation needs to be completed within 1 year of the contract effective date.

The Vendor shall perform all services within the United States and may not be subcontracted outside the United States. In addition the Vendor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

**C-1.1 Future Phases**

**Phase II - DIG SAFE (Future):**

A similar database capture method to reestablish an excavation damage database and applicable enforcement actions that result from submission of electronic forms from multiple stakeholders and tracks the enforcement progression from report date to close. Prior history of compliances and ability to link evidence provided including videos, photos and written attachments need to be linked.

**Phase III - ELECTRICAL SAFETY AND RELIABILITY (Future):**

Long term, a similar database capture method needs to be expanded to Electrical Safety Inspection of electric service providers in New Hampshire. This would include NESC references including reference editions.

**Phase IV - PHYSICAL AND CYBER SECURITY (Future):**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX C: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

---

Expand the system to develop the application to include Cyber-Security and Security reviews/inspections of Electric and Gas Utilities. In this phase the Grant Administration will need to be developed to utilize information from the entire system application (Phase I, Phase II, Phase III, and Phase IV to assist with Grant writing development.

**C-1.2 Project Stages**

The State is envisioning a six-stage project that allows Vendors to utilize their own development methodologies. The State is willing to accept an implementation methodology that alters the stages identified below if deemed necessary by the Vendor. Below is a summary of the six stages envisioned by the State:

- Stage 1: Project Planning, Business Analysis, and Gap Fit
- Stage 2: Configuration, Development, and System Testing
- Stage 3: UAT and Operational Readiness Testing
- Stage 4: Training, Deployment, Go-Live, and the Warranty Period
- Stage 5: On-going Project Management throughout the Implementation
- Stage 6: On-going Operation, Maintenance, and Support

It is envisioned that vendors will potentially bid an approach that includes going live with some modules at different times, thus creating a “phased” implementation and potentially reducing risks typically associated with a “big bang” methodology. In these cases, we anticipate each phase will include all six stages (minimally stages 2-6, if Stage 1 was completed once representing all phases). That said, below is a definition of each stage:

**Stage 1: Project Planning, Business Analysis, and Gap Fit**

The purpose of this stage of the project is primarily for the Vendor to gain a detailed understanding of the current environment, help document the processes envisioned for the future (to-be environment), and to conduct a Gap Fit Analysis that will compare the functionality required to support “to-be” processes with the functions of the proposed software necessary to achieve the collective vision. This will enable the successful vendor to determine what planned “to-be” processes and functions will require specialized configuration or customization in order to satisfy the PUC’s requirements. Additionally, during this phase documentation will be developed that will articulate the methodology that will be utilized for key aspects of the project, such as a Project Charter, Requirements Traceability Matrix, Data Conversion Plan, Implementation Testing Plan, etc.; see C-3 (Deliverables Checklist) for a complete list.

**Stage 2: Configuration, Development, and System Testing**

The Vendor shall configure the COTS solution, and customize as required, according to the Requirements responded to as part of the RFP, the results of the Gap Fit Assessment, and as outlined in the planning documents documented and agreed to during Stage 1. The Vendor will provide a development, test, production, staging, and training environment of all software. Software development best practices, including “defect” tracking will be managed by industry standard software chosen by the selected vendor. Rigorous software change management practices will be followed that ensure appropriate controls are in place in all development environments. During this phase, the vendor will be responsible for maintaining

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX C: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

---

a detailed “Requirements Traceability Matrix” and for carrying out and reporting in the regular status reports the ongoing results from the following testing activities:

- Unit Testing (testing specific configuration/development to ensure each requirement works as intended).
- System Testing (testing to ensure the units develop work in unison and cooperation with other aspects of the system).
- Regression Testing (testing to ensure fixes to identified defects have not introduced unintentional defects).
- Security Testing (testing to ensure that security has been configured according to the approved Security Plan).

**Stage 3: UAT and Operational Readiness Testing**

The purpose of this stage of the project is to have end users confirm that the vendor has successfully configured and implemented new software during UAT. Four primary aspects of testing will occur during this phase:

- Data Conversion/Migration Validation and Testing (The Vendor will be responsible to ensure that data has been converted properly).
- Performance and Load/Stress Testing (The Vendor will ensure that the configured system, running on NH’s purchased/leased hardware, will support volumes of activity and use that are greater than anticipated, allowing for sufficient growth, and confidence for go-live).
- User Acceptance Testing
  - Vendor will develop UAT Training Documentation and conduct UAT Participant Training ahead of UAT.
  - The Vendor in collaboration with PUC staff will be responsible for developing UAT test scenarios and scripts to accomplish testing of all identified functional requirements in the Requirements Traceability Matrix (RTM) and facilitating/organizing the UAT and “defect” identification and correction process. State staff will complete UAT test scenarios and scripts.
  - State staff will develop a handful of their own (additional) scenarios and scripts not formally planned by the vendor, to accomplish testing core processes for the system.
  - End-to-End/Day-in-the-Life Testing (a special scenario intended to simulate a real day of regular operations). The Vendor will develop test scenarios/scripts and facilitate State staff that will complete these testing activities.
- Operational Readiness Testing (The Vendor will ensure that the production environment has the correct data migrated, that the code has passed all previous testing processes and only State approved “defects” remain prior to live operation.)

**Stage 4: Training, Deployment, Go-Live and the Warranty Period**

The purpose of this stage of the project is for the vendor to develop end-user training materials, conduct training prior to go-live, complete necessary deployment activities, and successfully complete the warranty period (defined in Appendix H Section 25-10.1:

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX C: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

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Warranty Period). During the Warranty Period, the Vendor will be responsible for resolving all identified defects that occur/are documented during the warranty period unless otherwise approved by the State.

**Stage 5: Ongoing Project Management throughout the Implementation**

This is the one stage of the project (of the six) that will overlap across the entire duration all other phases. The State requires that Project Management best practices be followed to include:

- Project Kick-off Meeting
- Project Work Plan and Schedule - this deliverable will include, at a minimum, the following sections:
  - Statement of work
  - Project Organization and Governance
  - Project Team Member Roles and Responsibilities
    - PUC Team Members
    - Vendor Team Members
  - Resource and Staffing Plan
    - PUC Team Members
    - Vendor Team Members
  - Phase Definitions and Exit Criteria
  - Scope Management Plan
  - Schedule Management Plan
  - Communications Plan
  - Quality Management Plan
  - Software Change Management Plan
  - Organizational Change Management Plan
  - Risk Management Plan
  - Deliverable Acceptance Plan
  - Project Schedule
    - State and Vendor responsibilities identified
    - On-site/Off-site Plan
- Development of a biweekly Status Report discussed at a biweekly Status Meeting
- Development of a Quarterly Project Status Report for Senior Leadership discussed at a quarterly Project Status Meeting
- Daily maintenance and updates to the Project Work Plan and Schedule issued as an appendix with each biweekly Status Report
- Project Close-Out Meeting (at the end of the Warranty Period)

**Stage 6: Ongoing Operations, Maintenance, and Support**

The final stage of the project is to provide the day-to-day operational support of the Safety Database application during live operation. All aspects of maintenance and support (help desk, training, new user set-up, retirements/changes in hiring status, security, regular software backups, code escrow, etc.) will be the responsibility of the vendor regardless of the hosting model (on premise or hosted elsewhere) chosen by the State.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX C: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

**C-2 BUSINESS REQUIREMENTS / GENERAL REQUIREMENTS VENDOR RESPONSE CHECKLIST**

Vendors shall complete the requirements checklist (Attachment C-2 General Requirements Vendor Response Checklist). Multiple tables are included in the C-2 General Requirements Vendor Response Checklist which is included as an attachment to RFP 2018-078. The expectation is that a Vendor will address each requirement with a written response on how the vendor will be able to meet the need of the agency.

1. Business Requirements
2. Application Software
3. Testing
4. Hosting/Cloud Requirements
5. Support and Maintenance
6. Project Management

**C-3 DELIVERABLES**

Vendors shall complete the response checklist Table C-3 Deliverables Checklist.

**Table C-3 Deliverables Checklist**

	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Status Reports	Written	
3	Work Plan with Milestones	Written	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	
5	Security Plan	Written	
6	Communications and Change Management Plan	Written	
7	Requirements Traceability Matrix	Written	
8	Software Configuration Plan	Written	
9	Systems Interface Plan and Design/Capability	Written	
10	Testing Plan	Written	
11	Data Conversion Plan and Design	Written	
12	Deployment Plan	Written	
13	Comprehensive Training Plan and Curriculum	Written	
14	End User Support Plan	Written	

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX C: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

15	Business Continuity Plan	Written	
16	Documentation of Operational Procedures (If applicable)	Written	
<b>INSTALLATION</b>			
17	Provide Software Licenses (If needed)	Written	
18	Provide Fully Tested Data Conversion Software	Software	
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	
<b>TESTING</b>			
20	Conduct Integration Testing (If applicable)	Non-Software	
21	Conduct User Acceptance Testing	Non-Software	
22	Perform Production Tests	Non-Software	
23	Test In-Bound and Out-Bound Interfaces	Software	
24	Conduct System Performance (Load/Stress) Testing	Non-Software	
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	
<b>SYSTEM DEPLOYMENT</b>			
26	Converted Data Loaded into Production Environment	Software	
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	
28	Conduct Training	Non-Software	
29	Cutover to New Software	Non-Software	
30	Provide Documentation	Written	
31	Execute Security Plan	Non-Software	
<b>OPERATIONS</b>			
32	Ongoing Hosting Support	Non-Software	
33	Ongoing Support & Maintenance	Software	
34	Conduct Project Exit Meeting	Non-Software	

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

This section provides a series of topics related to the proposed Software Solution described in RFP.

Topic	Page Limit
<b>D-1 Proposed Software Solution</b>	
Topic 1 – Description of Solution	10
Topic 2 – Software Architecture	7
Topic 3 – Software Releases	5
Topic 4 – User Friendliness and Usability	10
Topic 5 – IT Standards	2
Topic 6 – Data Import/Export Standards	3
<b>D-2 Technical, Services and Project Management Experience</b>	
<b><i>D-2.1 Security and Protection of Data</i></b>	
Topic 7 – System Security	10
Topic 8 – Backup and Recovery	2
Topic 9 – Assurance of Business Continuity	3
Topic 10 – Historical Data	3
Topic 11 - Security Testing	5
<b><i>D-2.2 State Personnel and Training</i></b>	
Topic 12 - User Training Approach	3
Topic 13 – Preparation of State Staff	3
<b><i>D-2.3 Project Execution</i></b>	
Topic 14 – Implementation Approach	10
Topic 15 – Testing	6
Topic 16– Migration Strategy	3
Topic 17 – Environment Setup	2
<b><i>D-2.4 Project Management Competence</i></b>	
Topic 18 - System Acceptance Criteria	6
Topic 19 - Status Meetings and Reports	3
Topic 20 - Risk and Issue Management	3
Topic 21 - Scope Control	2
Topic 22 - Quality Assurance Approach	6
Topic 23 - Work Plan	No Limit
<b><i>D-2.5 Ongoing Operations</i></b>	
Topic 24 - Hosted System	5
Topic 25– Support and Maintenance	2

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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**D-1 PROPOSED SOFTWARE SOLUTION**

**TOPIC 1 – DESCRIPTION OF SOLUTION**

*Response Page Limit: 10*

**The State will evaluate whether the proposed Solution includes the required features.**

Provide a detailed description of your proposed Software Solution, including features and functionality.

- Is your product used for a similar functionality at another State agency? If so, provide a description of the system and environment.
- In what ways does your proposed Solution adhere to the business and technical requirements?
- Is your product dependent on an existing solution not included in this proposal?
- In what ways does your proposed solution improve our current Safety Database system capabilities?
- In what ways does your proposed solution provide enhanced ease of use for both the inspectors and the administrative users?
- Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.
- Identify how easily the solution can communicate and interact with business office applications such as calendaring, document and spreadsheet applications (i.e., will the solution utilize standards such as .ICS, etc.)
- Describe how our mobile users will be able to sync offline information for those locations where there is no cell reception (dead zone).

**TOPIC 2 – SOFTWARE ARCHITECTURE**

*Response Page Limit: 7*

**The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.**

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- What are the benefits of your proposed platform?
- Is the proposed Software based upon a 3-tiered, browser-based architecture?
- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.
- Are there any components of the System that must reside on another platform other than the primary platform?
- What add-on or third-party Software is required to support the functionality desired by the State?
- What programming languages are used for development, configuration, and customization of the proposed Solution?



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- What components of the Software, such as middleware, are proprietary?
- Is your solution dependent on open source software?
- What is the growth potential of the proposed System?

**TOPIC 3 – SOFTWARE RELEASES**

*Response Page Limit: 5*

**The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.**

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- What types (maintenance, enhancement, other) of releases are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism to impact what modifications are made annually?
- Provide an average timeframe for reported Defects to be identified, corrected and incorporated in to the next release.
- Are enhancements made for specific clients included in future releases?
- What specific enhancements are planned for release within the next 24 months?
- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
- Do configuration settings carry forward from one release to the next or must they be reinstalled?
- How long is a release supported?
- How are Defects prioritized?

**TOPIC 4 – USER FRIENDLINESS AND USABILITY**

*Response Page Limit: 10*

**The State values Software that is compatible with its intended user's ability to use it easily and successfully.**

- To what extent is the Software intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces?
- How efficient is the Software in terms of the number of operations required to perform basic tasks?
- How does the Vendors' proposed training process support the application?
- How much time is required to make new users fully functional and able to input inspection document?
- Explain any function driven capabilities that exist in the proposed application.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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**TOPIC 5 – IT STANDARDS**

*Response Page Limit: 2*

**The State will evaluate the degree to which IT standards used in the Vendor provided product are compliant with other State Systems, or utilize existing State standards.**

The proposed Solution must comply with Open Standards and Open Data Formats as mandated by [RSA chapter 21-R: Open Standards](#) (HB418 2012).

- Describe the degree to which your solution complies with information technology standards mentioned on the State of NH web site: <http://www.nh.gov/doi/vendor> The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012).
- Is the proposed application considered Open Source Software?
- Does it comply with Open Standards, including but not limited to Open Data Formats?
- Describe the degree to which the proposed Solution meets the requirements of [RSA chapter 21-R:10, 21-R:11, 21-R:13](#).
- Identify what industry standards are incorporated in to the Solution.
- Identify whether standards employed are national in origin or are unique to the proposed Software.

**TOPIC 6 – DATA IMPORT/EXPORT STANDARDS**

*Response Page Limit: 3*

**The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.**

The State anticipates that we may need to interface with the Solution. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?
- Does the Solution have the ability to send and receive fixed length, fixed position ASCII files?
- What Data is available to other systems? What Data may be imported/updated from other systems?
- What data (if any) isn't available for import/export?
- What tools are provided with the System for the development of interfaces?
- What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?
- Are there any constraints upon the timing of batch interfaces?
- Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- What standard interface formats are used with the proposed Software? What degree of flexibility is available?

**D-2 TECHNICAL, SERVICES AND PROJECT MANAGEMENT EXPERIENCE**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for the Safety Database. A maximum length of response for each topic is defined.

**D-2.1 SECURITY AND PROTECTION OF DATA**

**TOPIC 7 – SYSTEM SECURITY**

*Response Page limit: 10*

**The State will evaluate the degree to which System issues can be avoided.**

Software Systems must be reliable, regardless of how they are delivered. The State's workers and citizens expect government Services and information to be reliable and available on an ongoing basis to ensure business continuity.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- The identification and Authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access Data and Services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The Intrusion Detection methods used to ensure the detection, recording and Review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- The testing methods conducted to load and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
- Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
- The notification and escalation process in the event of an intrusion.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed Software to ensure Data integrity?
- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

**TOPIC 8 – BACKUP AND RECOVERY**

*Response Page Limit: 2*

**The State will evaluate the degree to which proposed backup and recovery processes protect mission-critical Data, ease of use of these processes, and impact of these processes on operation of the System.**

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and Data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- Ability to access data from a remote location in a continuity of operations or disaster recovery circumstance;
- Use of and method for logging and journaling;
- Single points of failure and recommended approaches for their elimination;
- Approach to redundancy;
- Please enumerate your high-level methodology for creation of a Disaster Recovery Plan; and
- Impact of Software license fees.

The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**TOPIC 9 – ASSURANCE OF BUSINESS CONTINUITY**

*Response Page Limit: 3*

**The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and it’s potential for Implementation (cost effective and easy to implement).**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- The State intends to consider provision for assurance of business continuity as an optional component of the Solution. Please provide a plan for business continuity if a disaster occurs at the data center that is hosting the proposed Solution. This is an optional requirement and will be included or excluded depending on any additional cost associated with the plan.
- The State believes that additional Software License fees solely related to assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
- Please enumerate your high-level methodology for creation of a Business Continuity Plan.

**TOPIC 10 – HISTORICAL DATA**

*Response Page Limit: 3*

**The State will evaluate the degree to which the proposed Solution provides for the ability to view historical transactions.**

- Describe in detail the manner in which users and system administrators can view transactional Data.
- Please describe your experience with organizations similar to the PUC and discuss what historical data they have and have not converted/migrated into the new system.
- How many years of historical data is typically converted in a project similar to this one? Describe how you will help PUC determine the right number of years to convert.

**TOPIC 11 – SECURITY TESTING**

*Response Page Limit: 5*

**The State will evaluate the Vendor’s approach to security testing.**

- Describe the testing tools and methodologies used for testing the security of the Software application and hosting environment.
- How can you ensure the security and confidentiality of the State Data collected on the system?
- What security validation and testing results documentation will be shared with the State? What security validation and testing results documentation will not be shared with the State?
- Do you use internal or external resources to conduct security testing?

**D-2.2 STATE PERSONNEL AND TRAINING**

**TOPIC 12 – USER TRAINING APPROACH**

*Response Page Limit: 3*

**The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Questions to address include, but are not limited to, the following:
  - What type of training (instructor led vs. computer based) will be used for each purpose and why?
  - What methods will be employed to evaluate training activities?
  - How will training be coordinated with other user support activities?
  - Will manuals be adequate to enable trained users to research answers to their own questions?
  - If the perception is that they are not adequate, can those manuals be quickly revised?
  - How should the State be prepared to conduct ongoing training after Implementation is completed?
  - Are training manuals on-line and maintained as part of a maintenance agreement?

**TOPIC 13 - PREPARATION OF STATE STAFF**

*Response Page Limit: 3*

**The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.**

- Describe how State staff assigned to the Project Team will be prepared to contribute.
- Provide an overview of Project Team interactions and dependencies between functions.

**D-2.3 PROJECT EXECUTION**

**TOPIC 14 – IMPLEMENTATION APPROACH**

*Response Page Limit: 10*

**The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.**

Provide one or more feasible Implementation plans. For each plan provided:

- Summarize your desired implementation approach in no more than five pages.
- At a high level, the State has requested a six-stage implementation plan described in C-1.2 (Project Stages). Please describe how well the proposed methodology fits into the requested six-stage approach. Have you proposed phases within one or more stages?
- If your proposed approach fits well within the six-stage model described in C-1.2 (Project stages), describe sub-phases within the identified stages you feel may be important based upon your proposed implementation methodology.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- If your proposed approach does not leverage the six-stage model described by the State, please describe why you felt it was important to propose a different model, and elaborate on the benefits to the State in leveraging your proposed approach.
- What are the highlights (key selling points) of your proposed approach?
- What makes your proposed implementation approach unique in consideration of your competitors?
- To assist the State in evaluation of the Implementation Plan or plans discussed, identify the Implementation Plan used as a basis for the cost Proposal.

**TOPIC 15 – TESTING**

*Response Page Limit: 6 – Appendix Required*

**The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process. The ability of the State Project leadership to participate in analysis, classification, and establishment of priorities for suspected Defects will also be evaluated.**

State staff will conduct Acceptance Testing, but support from the selected Vendor is required; refer to Appendix G-2: *Testing*. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State staff during Acceptance Testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other Projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar Projects, is it sufficient? (Provide information from other Projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State's infrastructure and Data? If yes, how?
- Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

Testing Prior to UAT:

- The State has a specific approach it generally requires for testing. Please read Appendix G2 (Testing Requirements) for this approach. Please describe your typical testing methodology and how challenging you feel it may be to adopt the State's standard.
- Utilize the first five pages of this topic to describe the approach you have proposed to testing. Be sure to cover:
  - Installation and Environment Testing
  - Unit Testing
  - System Testing
  - Regression Testing
  - Performance Tuning and Stress Testing
  - Data Conversion Testing and Data Validation
  - Security Review/Testing
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?

Support of UAT:

On the second five pages for this topic, please respond to the following inquiries related to UAT:

- During UAT, State staff will complete test scripts developed by the Vendor. The vendor will coordinate and oversee UAT activities including tracking test completion, test results, and coordinating state resources to attend. Refer to Appendix G-2: Testing and Acceptance. To define the type of support that will be provided, address the following questions:
  - Describe your UAT methodology.
  - Will configured Software be delivered in functional components for State Acceptance Testing?
  - How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff prior to and during UAT?
- How will on-site support for the State testing team be provided during UAT?
- How will members of the State's testing team be prepared by the Vendor to test the configured Software during UAT?
- What Documentation of configured Software will be available to the testing team during UAT?



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered during UAT? (Include metrics from other Projects to support this response.)
  - Describe the defect tracking process and the software that will be used to track defect resolutions. How will these tools be available to the State throughout the project?
  - How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects during UAT?
  - What role (if any) will the State play in classification and prioritization of Defects during UAT?
  - During UAT will System performance be measured and documented using the State's infrastructure and data? If yes, how?
  - Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

**TOPIC 16 – MIGRATION STRATEGY**

*Response Page Limit: 3*

**The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.**

- It is our assumption that the Data Conversion/Migration Plan is a deliverable that will ultimately lay out the plan required to convert and migrate data from PUC's legacy system to the new environment. Please discuss your high-level approach to carrying out data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
- Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Please be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
- Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
- What data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on PUC's project?
- Please discuss your approach to working with the PUC to document a data conversion/migration plan and process. Please also describe how you will determine how much historical data is available and what is appropriate to be made available within the new system.
- Define expectations for State and Vendor roles during the development of the data conversion/migration plan and process.
- What lessons learned can you share with us from other implementations that are important to understand as part of development of the data conversion/migration plan and process?

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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**TOPIC 17 – ENVIRONMENT SETUP**

*Response Page Limit: 2*

**The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.**

- Describe the different Software and hardware environments required for the concurrent development, testing, production, testing, training, and staging environments of the proposed Solution.
- Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.
- The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**D2.4 PROJECT MANAGEMENT COMPETENCE**

**TOPIC 18 – SYSTEM ACCEPTANCE CRITERIA**

*Response Page Limit: 6*

**The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.**

- Propose measurable criteria for State final Acceptance of the System.
- Discuss how the proposed criteria serve the interest of the State.

**TOPIC 19 – STATUS MEETINGS AND REPORTS**

*Response Page Limit: 3 – Appendix Required*

**The State will evaluate the degree to which Project reporting will serve the needs of State Project leaders.**

The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:

- **Introductory Meeting:** Participants will include Vendor Key Project Staff and State Project leaders from both the NH Public Utilities Commission Safety Division (PUC) and the Department of Information Technology (DoIT). This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- **The Work Plan:** must be Reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.
- **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas for and minutes of meetings. Meeting will include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- Project Status as it relates to Work Plan;
- Deliverable status;
- Accomplishments during weeks being reported;
- Planned activities for the upcoming two (2) week period;
- Future activities;
- Issues and Concerns requiring resolution; and
- Report and remedies in case of falling behind Schedule.

Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another Project. Names of the Project and of any individuals involved may be removed.

As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

**TOPIC 20 – RISK AND ISSUE MANAGEMENT**

*Response Page Limit: 3*

**The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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**approach recognizes and addresses appropriate State involvement in risk and issue management.**

- Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

**TOPIC 21 – SCOPE CONTROL**

*Response Page Limit: 2*

**The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.**

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another Project.
- Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

**TOPIC 22– QUALITY ASSURANCE APPROACH**

*Response Page Limit: 6*

**The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.**

The State has identified three categories of Deliverables:

- Written Deliverables, such as a training plan;
- Software Deliverables, such a configured Software module; and
- Non-Software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

- Provision for State input to the general content of a Written Deliverable prior to production;
- The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
- Testing of Software Deliverables prior to submission for Acceptance Testing.

**TOPIC 23 - WORK PLAN**

*Response Page Limit: None*

**The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan.

- Section C-1.2, under Stage 5 (Project Stages), describes the State’s desired format for a Project Work Plan, typically provided in Microsoft Word format. The Project Work Plan must be accompanied by a Microsoft Project file to manage the Project Schedule.
- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Include the deliverables outlined in Appendix C (System Requirements and Deliverables) and include other deliverables that you, based on past experience, would recommend be developed on this project.
- Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - All assumptions upon which the Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - Assignments of members of the Vendor’s team identified by role to specific tasks; and
  - Critical success factors for the Project.
- Discuss frequency for updating the Project Work Plan (MS Word) and Schedule (MS Project), at a minimum semi-monthly and for every status meeting. Explain how the State will know whether the Project is on schedule and within budget and what tools are available.

**D2.5 ONGOING OPERATIONS**

**TOPIC 24 – HOSTED SYSTEM**

*Response Page limit: 5*

**The State will evaluate the degree to which the hosted System will suit its needs.**

- Describe the hosting plan including hardware and Software platforms, Software utilities, telecommunications resources, security measures, operational risk management plan, and business continuity plans. Include a description of servers, computers, Software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the application.
- Provide the type and speed of the connection including;

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX D: TOPICS FOR MANADATORY NARRATIVE REPOSSES**

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- Information on redundancy;
- Disaster recovery;
- Security;
- Interim staffing for peak help desk demand periods and transition to a permanent arrangement;
- Development of a help desk knowledge base; and
- Metrics based on help desk inquiries.

**TOPIC 25 – SUPPORT AND MAINTENANCE**

*Response Page Limit: 2*

**The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.**

- For how many of your clients do you provide typical software maintenance and support in operational years and what percent of your clients does this represent?
- For how many of your clients do you provide support and maintenance of the operational environment on behalf of the State and what percent of your clients does this represent?
- What do you find to be the optimal amount of support?
- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how are support and maintenance issues are tracked detailing methodology used and if any additional Software is required.
- Describe process for maintenance of the general knowledge base and other written/digital materials that are available to the State and Vendor’s support teams.
- Describe any particular procedures required to handle escalation and emergency calls.
- Detail the plan for preventive maintenance and for upgrade installations.
- Detail the types and frequency of support tasks required.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

Vendor qualifications are important factors in selecting Safety Database Software and accompanying Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) Corporate qualifications of each Vendor proposed to participate in the Project;
- (2) Proposed team organization and designation of key staff;
- (3) Individual qualifications of candidates for the role of Project Manager; and
- (4) Individual qualifications of candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

**E-1 REQUIRED INFORMATION ON CORPORATE QUALIFICATIONS**

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

**E-1.1 VENDOR AND SUBCONTRACTORS**

The Vendor submitting a Proposal to this Project must provide the following information:

**E-1.1.1 CORPORATE OVERVIEW (2 PAGE LIMIT)**

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

**E-1.1.2 FINANCIAL STRENGTH**

**Provide at least one of the following:**

1. The current Dunn & Bradstreet report on the firm; or
2. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or
3. The firm's most recent income tax return.

**E-1.1.3 LITIGATION**

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

**E-1.1.4 PRIOR PROJECT DESCRIPTIONS (3 LIMITED TO 3 PAGES EACH)**

Provide descriptions of no more than three (3) Projects of similar size and complexity completed in the last five (5) years. Each Project description should include:

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

---

1. An overview of the Project covering type of client, objective, Project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual Project cost, proposed Project Schedule and actual Project Schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and Project roles of individuals on the proposed team for the New Hampshire Project that participated in the Project described.

**E-1.1.5 SUBCONTRACTOR INFORMATION**

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
2. A high-level description of the Subcontractor's organization and staff size;
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar Services (if requested by the State).
6. The list of insurances carried by the proposed Subcontractor.

**E-2 TEAM ORGANIZATION AND DESIGNATION OF KEY VENDOR STAFF**

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State:

1. Key staff should be defined as those involved greater than 50% of the time on this effort.
2. Key staff may not be on more than two other projects without written approval from the State's Project Manager.
3. The Vendor may not replace "key staff" without written approval from the State's project manager, unless they have left the employment of the Vendor.
4. Written approval from the State's Project Manager is required in order to propose key staff on other projects, during the course of NH's project.
5. The actual allocation of time (hours spent) for key resources not entirely devoted to New Hampshire will need to be reported once a month. For example:
  - a. In December of 2018, John Smith: PUC Project: 120 hours, Other Project One: 20 hours, Other Project Two: 30 Hours, total hours 170 hours.
6. The State requires notification of staff (non-key) that during the effort (for one reason or another) are no longer involved in the PUC Project, or leaves the employment the Vendor. However, written approval from the State is not required.



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- Website Design and Support;
- Database Analysis and Design;
- Software Configuration, Design and Coding;
- Project Management;
- Network Analysis and Design/Support;
- Network and Website Security Design and Support;
- Data Communication Design and Support;
- Training;
- Systems Design and Support; and
- Encryption Software use.

A single team member may be identified to fulfill the experience requirement in multiple areas.

**E-2.1 STATE STAFF RESOURCE WORKSHEET**

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Appendix A - Section 4.2: *State Project Manager*. The required format follows.

*Table E-2: Proposed State Staff Resource Hours Worksheet*

<b>State Role</b>	<b>Initiation</b>	<b>Configuration</b>	<b>Implementation</b>	<b>Close Out</b>	<b>Total</b>
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
<b>State Total</b>					

**E-3 CANDIDATES FOR PROJECT MANAGER**

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate’s educational background;

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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- An overview of the candidate's work history;
- The candidate's Project experience, including Project type, Project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past Projects.

**E-4 CANDIDATES FOR KEY VENDOR STAFF ROLES**

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's Project experience, including Project type, Project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past Projects.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX F: PRICING WORKSHEETS**

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**APPENDIX F: PRICING WORKSHEETS**

A Vendor’s Cost Proposal must be based on the worksheets formatted as described in this Appendix.

The State will chose the package that provides the most benefit utilizing available funding. The resulting Contract shall be a Not-To-Exceed Contract. The budget for the Project shall not exceed \$100,000.00. The State also reserves the right, at its discretion, to award a Contract by item, part, or portion of an item, group of items, or total Proposal.

The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**F-1 ACTIVITIES/DELIVERABLES/MILESTONES PRICING WORKSHEET**

The Vendor must include, within the Not-to-Exceed for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

The costs reflected in Table F-1 below are the total cost by project phase priced if the contact includes only pieces of the total Project package as specified in in Appendix C: Scope, Requirements and Deliverables. Complete Table F-1 for each of the four (4) phases described in Appendix C, however only Phase 1 will be used in the scoring process.

*Table F-1: Vendor Proposed Total Pricing Worksheet*

Project Package	One Phase Pricing	Phase Two Pricing	Phase Three Pricing	Phase Four Pricing
Total Scope of Work				
Scope of Work – License not included				
Scope of Work – Data Migration not included				
Scope of Work – License and Data Migration not included				
<b>TOTALS</b>				

Complete Table F-1A for each of the four (4) phases described in Appendix C, however only Phase 1 will be used in the scoring process.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX F: PRICING WORKSHEETS**

*Table F-1A: Activities/Deliverables/Milestones Pricing Worksheet*

	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Project Status Reports	Written		
3	Work Plan with Milestones	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Requirements Traceability Matrix	Written		
8	Software Configuration Plan	Written		
9	Systems Interface Plan and Design/Capability	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		
12	Deployment Plan	Written		
13	Comprehensive Training Plan and Curriculum	Written		
14	End User Support Plan	Written		
15	Business Continuity Plan	Written		
16	Documentation of Operational Procedures	Written		
<b>INSTALLATION</b>				
17	Provide Software Licenses if needed	Written		
18	Provide Fully Tested Data Conversion Software	Software		
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
<b>TESTING</b>				
20	Conduct Integration Testing	Non-Software		

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX F: PRICING WORKSHEETS**

21	Conduct User Acceptance Testing	Non-Software		
22	Perform Production Tests	Non-Software		
23	Test In-Bound and Out-Bound Interfaces	Software		
24	Conduct System Performance (Load/Stress) Testing	Non-Software		
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning	Non-Software		
<b>SYSTEM DEPLOYMENT</b>				
26	Converted Data Loaded into Production Environment	Software		
27	Provide Tools for Backup and Recovery of all Applications and Data	Software		
28	Conduct Training	Non-Software		
29	Cutover to New Software	Non-Software		
30	Provide Documentation	Written		
31	Execute Security Plan	Non-Software		
<b>OPERATIONS</b>				
32	Ongoing Hosting Support	Non-Software		
33	Ongoing Support & Maintenance	Software		
34	Conduct Project Exit Meeting	Non-Software		

**F-2 PROPOSED VENDOR STAFF, RESOURCE HOURS AND RATES WORKSHEET**

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

*Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet*

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX F: PRICING WORKSHEETS**

<i>Title</i>	<i>Name</i>	<i>Initiation</i>	<i>Implementation</i>	<i>Project Close out</i>	<i>Hourly Rate</i>	<i>Hours X Rate</i>
<i>Project Manager</i>						
<i>Position #1</i>						
<i>Position #2</i>						
<i>Position #3</i>						
<b>TOTALS</b>						

**F-3 FUTURE VENDOR RATES WORKSHEET**

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

*Table F-3: Future Vendor Rates Worksheet*

<b>Position Title</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>SFY 2021</b>
Project Manager				
Position #1				
Position #2				
Position #3				

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX F: PRICING WORKSHEETS**

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**F-4 HARDWARE COST WORKSHEET (IF APPLICABLE)**

*Table F-4: Hardware*

Hardware Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5

**F-5 SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT PRICING WORKSHEET (IF APPLICABLE)**

*Table F-5: Software Licensing, Maintenance, and Support Pricing Worksheet*

Software Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX F: PRICING WORKSHEETS**

---

**F-6 HOSTING, MAINTENANCE, AND SUPPORT PRICING WORKSHEET**

*Table F-6: Hosting, Maintenance, and Support Pricing Worksheet*

<b>HOSTED SERVICES</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>TOTAL</b>
<b>Web Site Hosting Fee</b>					
<b>Technical Support and updates</b>					
<b>Maintenance and Updates</b>					
<b>GRAND TOTAL</b>					

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-1: SECURITY**

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**APPENDIX G-1: SECURITY**

**G-1 APPLICATION SECURITY**

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation. This shall include but is not limited to:

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;
- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the vendor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- Follow Change Control Procedures (CCP) relative to release of code;
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding; and
- Make available to the for Review and audit purposes all Software development processes and require training for application developers on secure coding techniques.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

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## **APPENDIX G-2 TESTING REQUIREMENTS**

All testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

### **G-2.1 TEST PLANNING AND PREPARATION**

The overall Test Plan will guide all testing. The Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their Proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager's Certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

### **G-2.2 TESTING**

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

<b>Unit Testing</b>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<b>System Integration Testing</b>	<ul style="list-style-type: none"> <li>a. Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</li> <li>b. Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</li> <li>c. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.</li> </ul>
<b>Conversion /Migration Validation Testing</b>	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.</p>
<b>Installation Testing</b>	<p>Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.</p>
<b>User Acceptance Testing (UAT)</b>	<p>The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <ul style="list-style-type: none"> <li>a. The Vendor’s Project Manager must certify in writing, that the Vendor’s own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</li> <li>b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Vendor’s having completed the prerequisite tests, prior to the State staff involvement in any testing</li> </ul>

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

	<p>activities.</p> <p>c. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan</p> <p>Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Appendix H: <i>State of New Hampshire Terms and Conditions</i> - Section H-25.10.1: <i>Warranty Period</i>.</p>
<p><b>Performance Tuning and Stress Testing</b></p>	<p>Vendor shall develop and document hardware and Software configuration and tuning of System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project</p> <p><b>Performance Tuning and Stress Testing</b></p> <p><u>Scope</u></p> <p>The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.</p>

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

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**Test types**

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

**Baseline Tests:** Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**Tuning**

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

**Implementing Performance and Stress Test**

Performance and Stress test Tools must be provided by the Vendor for this effort. Consideration must be given to licensing with respect to continued use for Regression Testing. If the Vendor is familiar with open source low/no

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

---

cost tools for this purpose those tools should be identified in your response.

**Scheduling Performance and Stress Testing**

Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and Data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be Reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or Data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.

Post-test reporting and result assessment will be Scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If Defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

	<p>execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.</p>
<p><b>Regression Testing</b></p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <ul style="list-style-type: none"> <li>a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</li> <li>b. The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</li> <li>c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: <ul style="list-style-type: none"> <li>1. Validate that the change/update has been properly incorporated into the program; and</li> <li>2. Validate that there has been no unintended change to the other portions of the program.</li> </ul> </li> </ul>

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

	<p>d. The Vendor will be expected to:</p> <ol style="list-style-type: none"> <li>1. Create a set of test conditions, test cases, and test Data that will validate that the change has been incorporated correctly;</li> <li>2. Create a set of test conditions, test cases, and test Data that will validate that the unchanged portions of the program still operate correctly; and</li> <li>3. Manage the entire cyclic process.</li> </ol> <p>e. The Vendor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.</p> <p>In designing and conducting such Regression Testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Vendor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p> <p>In their Proposals Vendors must acknowledge their responsibilities for Regression Testing as described in this section.</p>																
<p><b>Security Review and Testing</b></p>	<p>IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.</p> <p>All components of the Software shall be Reviewed and tested to ensure they protect the State’s hardware and Software and its related Data assets.</p> <table border="1" data-bbox="560 1354 1458 1896"> <thead> <tr> <th data-bbox="560 1354 873 1388"><b>Service Component</b></th> <th data-bbox="873 1354 1458 1388"><b>Defines the set of capabilities that:</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="560 1388 873 1524">Identification and Authentication</td> <td data-bbox="873 1388 1458 1524">Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.</td> </tr> <tr> <td data-bbox="560 1524 873 1591">Access Control</td> <td data-bbox="873 1524 1458 1591">Supports the management of permissions for logging onto a computer or network.</td> </tr> <tr> <td data-bbox="560 1591 873 1661">Encryption</td> <td data-bbox="873 1591 1458 1661">Supports the encoding of Data for security purposes</td> </tr> <tr> <td data-bbox="560 1661 873 1728">Intrusion Detection</td> <td data-bbox="873 1661 1458 1728">Supports the detection of illegal entrance into a computer system.</td> </tr> <tr> <td data-bbox="560 1728 873 1797">Verification</td> <td data-bbox="873 1728 1458 1797">Supports the confirmation of authority to enter a computer system, application or network.</td> </tr> <tr> <td data-bbox="560 1797 873 1831">Digital Signature</td> <td data-bbox="873 1797 1458 1831">Guarantees the unaltered state of a file.</td> </tr> <tr> <td data-bbox="560 1831 873 1896">User Management</td> <td data-bbox="873 1831 1458 1896">Supports the administration of computer, application and network accounts within an</td> </tr> </tbody> </table>	<b>Service Component</b>	<b>Defines the set of capabilities that:</b>	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	Access Control	Supports the management of permissions for logging onto a computer or network.	Encryption	Supports the encoding of Data for security purposes	Intrusion Detection	Supports the detection of illegal entrance into a computer system.	Verification	Supports the confirmation of authority to enter a computer system, application or network.	Digital Signature	Guarantees the unaltered state of a file.	User Management	Supports the administration of computer, application and network accounts within an
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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

	<table border="1" data-bbox="560 380 1458 722"> <tr> <td data-bbox="560 380 873 415"></td> <td data-bbox="873 380 1458 415">organization.</td> </tr> <tr> <td data-bbox="560 415 873 520">Role/Privilege Management</td> <td data-bbox="873 415 1458 520">Supports the granting of abilities to users or groups of users of a computer, application or network.</td> </tr> <tr> <td data-bbox="560 520 873 583">Audit Trail Capture and Analysis</td> <td data-bbox="873 520 1458 583">Supports the identification and monitoring of activities within an application or system.</td> </tr> <tr> <td data-bbox="560 583 873 722">Input Validation</td> <td data-bbox="873 583 1458 722">Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.</td> </tr> </table> <p data-bbox="509 758 1446 957">In their Proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and Review.</p> <p data-bbox="509 995 1446 1121">Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).</p>		organization.	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
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<b>Penetration Testing (If Applicable)</b>	<ol style="list-style-type: none"> <li data-bbox="490 1157 1466 1730">1. Implement a methodology for penetration testing that includes the following: <ol style="list-style-type: none"> <li data-bbox="607 1230 1466 1293">a. Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115);</li> <li data-bbox="607 1293 1466 1356">b. Includes coverage for the entire CDE perimeter and critical systems;</li> <li data-bbox="607 1356 1466 1392">c. Includes testing from both inside and outside the network;</li> <li data-bbox="607 1392 1466 1455">d. Includes testing to validate any segmentation and scope-reduction controls;</li> <li data-bbox="607 1455 1466 1518">e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5;</li> <li data-bbox="607 1518 1466 1581">f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems;</li> <li data-bbox="607 1581 1466 1644">g. Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months; and</li> <li data-bbox="607 1644 1466 1730">h. Specifies retention of penetration testing results and remediation activities results.</li> </ol> </li> <li data-bbox="490 1730 1466 1856">2. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</li> <li data-bbox="490 1856 1466 1894">3. Perform internal penetration testing at least annually and after any</li> </ol>								

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G-2: TESTING REQUIREMENTS**

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	<p>significant infrastructure or application upgrade or modification (such as an Operating System upgrade a sub-network added to the environment, or a web server added to the environment).</p> <ol style="list-style-type: none"><li>4. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections</li><li>5. If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are Operational and effective, and isolate all out-of-scope systems from in-scope systems.</li></ol>
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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G: CERTIFICATES**

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**APPENDIX G-3: CERTIFICATES**

**A. CERTIFICATE OF GOOD STANDING**

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2017, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State  
State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301  
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

**B. CERTIFICATE OF AUTHORITY/VOTE**

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire. This ensures that the person signing the Agreement is authorized as of the date he or she is signing it to enter into Agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the Agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the Agreement signatory to enter into Agreements and amendments with the State of New Hampshire as of the date they sign.

**B.1 CERTIFICATE OF AUTHORITY/VOTE CHECKLIST**

**B.1.1 SOURCE OF AUTHORITY**

Authority must come from the **governing body**, either:

1. A **majority voted** at a meeting; or
2. The body provided **unanimous consent in writing**; or
3. The organization's **policy or governing document**.

**B.1.2 SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT  
OR AMENDMENT WAS SIGNED**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX G: CERTIFICATES**

---

Certificate must show that the person signing the Contract **had authority when they signed the Agreement or Amendment**, either:

1. Authority was **granted the same day** as the day the Agreement or Amendment was signed; or
2. Authority was **granted after** the day the Agreement or amendment was signed and the governing body ratifies and accepts the earlier execution; or
3. Authority was **granted prior** to the day the Agreement or amendment was signed and it has not been amended or repealed as of the day the Contract was signed.

**B.1.3 APPROPRIATE PERSON SIGNED THE CERTIFICATE**

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

**C. CERTIFICATE OF INSURANCE**

- C.1 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage (\$1,000,000 per occurrence and \$2,000,000 aggregate).
- C.2 Certificate Holder must be: State of NH Public Utilities Commission, ATTN: Eunice Landry, 21 S. Fruit St., Suite 10, Concord, NH, 03301

**D. WORKERS COMPENSATION**

- D.1 Workers Compensation coverage may be indicated on the insurance form described above.
- D.2 Workers Compensation coverage must comply with State of NH RSA 281-A.

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078  
APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

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**APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

**AGREEMENT**    FORM NUMBER P-37 (version 5/8/15)

The State of New Hampshire and the Vendor hereby mutually agree as follows:

**GENERAL PROVISIONS**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
<p>1.13 Acknowledgement: State of _____, County of _____</p> <p>On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

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**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any prices incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

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employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;

8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon

termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12.ASSIGNMENT/DELEGATION /SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITY COMMISSION  
SAFETY DATABASE  
PUC - RFP 2018-078**

**APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

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property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



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## **APPENDIX H-25: GENERAL CONTRACT REQUIREMENTS**

### **H-25.1 STATE OF NH TERMS AND CONDITIONS AND CONTRACT REQUIREMENTS**

The Contract terms set forth in Appendix H: *State of New Hampshire Terms and Conditions* shall constitute the core for any Contract resulting from this RFP.

### **H-25.2 VENDOR RESPONSIBILITIES**

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

### **H-25.3 PROJECT BUDGET/PRICE LIMITATION**

The State has funds budgeted for this Project, subject to Appendix H: *State of New Hampshire Terms and Conditions*, P-37, General Provision - Section 4: *Conditional Nature of Agreement*, and P-37, General Provision - Section 5: *Contract Price/Price Limitation/Payment*.

### **H-25.4 STATE CONTRACTS**

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware.

### **H-25.5 VENDOR STAFF**

In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: *System Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, Review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

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The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

#### **H-25.6 WORK PLAN**

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

#### **H-25.7 CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the

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requesting Agency and the Department of Information Technology must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

All Change Order requests from a Vendor to the State, and the State Acceptance of a Vendor's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

#### **H-25.7 DELIVERABLES**

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Appendix H: *State of New Hampshire Terms and Conditions - Section H-25.9: Testing and Acceptance*, herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

##### **H-25.7.1 WRITTEN DELIVERABLES REVIEW**

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

##### **H-25.7.2 SOFTWARE DELIVERABLES REVIEW**

Described in Section H-25.9: *Testing and Acceptance, herein*.

##### **H-25.7.3 NON-SOFTWARE DELIVERABLES REVIEW**

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

#### **H-25.8 LICENSES**

The State has defined the Software License grant rights, terms and conditions, and has documented the evaluation criteria.

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#### **H-25.8.1 SOFTWARE LICENSE GRANT**

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written Agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

#### **H-25.8.2 SOFTWARE AND DOCUMENTATION COPIES**

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

#### **H-25.8.3 RESTRICTIONS**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Vendor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

#### **H-25.8.4 TITLE**

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

#### **H-25.8.5 THIRD PARTY**

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: *State of New Hampshire Terms and Conditions* - General Provisions Form P-37.

#### **H-25.9 TESTING AND ACCEPTANCE**

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

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See Appendix G-1 for Testing Requirements

**H-25.9.1 REMEDIES**

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H: *State of New Hampshire Terms and Conditions - P-37, General Provisions - Section 8: Event of Default/Remedies*, and H-25.14: *Termination*, and the State Shall have the right, at its option, to pursue the remedies in Section H-25.14.1: *Termination for Default* as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

**H-25.9.2 SYSTEM ACCEPTANCE**

Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

**H-25.10 WARRANTY**

**H-25.10.1 WARRANTY PERIOD**

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

**H-25.10.2 WARRANTIES**

**H-25.10.2.1 SYSTEM**

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

**H-25.10.2.2 SOFTWARE**

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

**H-25.10.2.3 NON-INFRINGEMENT**

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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**H-25.10.2.4 VIRUSES; DESTRUCTIVE PROGRAMMING**

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**H-25.10.2.5 COMPATIBILITY**

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**H-25.10.2.6 PROFESSIONAL SERVICES**

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

**H-25.10.3 WARRANTY SERVICES**

The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
  1. Nature of the Deficiency;
  2. Current status of the Deficiency;
  3. Action plans, dates, and times;
  4. Expected and actual completion time;
  5. Deficiency resolution information;
  6. Resolved by;
  7. Identifying number i.e. work order number; and
  8. Issue identified by.
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
  1. Mean time between reported Deficiencies with the Software;

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2. Diagnosis of the root cause of the problem; and
  3. Identification of repeat calls or repeat Software problems.
- h.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

## **H-25.11 ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS**

The Vendor shall maintain and support the system in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

### **H-25.11.1 MAINTENANCE RELEASES**

The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

### **H-25.11.2 VENDOR RESPONSIBILITY**

The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

**b. Class B & C Deficiencies** -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

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The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual completion time;
5. Deficiency resolution information;
6. Resolved by;
7. Identifying number i.e. work order number; and
8. Issue identified by.

The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H: *State of New Hampshire Terms and Conditions* - Section H-25.14.1: *Termination for Default*, and the State shall have the right, at its option, to pursue the remedies in H-25.14: *Termination*, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

## **H-25.12 ADMINISTRATIVE SPECIFICATIONS**

### **H-25.12.1 TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

### **H-25.11.2 SHIPPING AND DELIVERY FEE EXEMPTION**

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

### **H-25.12.3 PROJECT WORKSPACE AND OFFICE EQUIPMENT**

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.



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#### **H-25.12.4 WORK HOURS**

Vendor personnel shall provide Services between the Work Hours of 7:30 a.m. EST and 5:00 p.m. EST, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.

#### **H-25.12.5 ACCESS/COOPERATION**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, Software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

#### **H-25.12.6 STATE-OWNED DOCUMENTS AND DATA**

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

#### **H-25.12.7 INTELLECTUAL PROPERTY**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Vendor.

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors’ special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such Software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement.

#### **H-25.12.8 IT REQUIRED WORK PROCEDURES**

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

#### **H-25.12.9 COMPUTER USE**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities,

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systems, equipment, Documentation, information, reports, or Database Administrator of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so;
- c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to system entry/access;
- d. That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and
- e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

#### **H-25.12.10 EMAIL USE**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Vendors understand and agree that use of email shall follow State standard policy (available upon request).

#### **H-25-12.11 INTERNET/INTRANET USE**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

#### **H-25.12.12 REGULATORY/GOVERNMENTAL APPROVALS**

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

#### **H-25.12.13 FORCE MAJEURE**

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor's inability to hire or provide personnel needed for the Vendor's performance under the Contract.

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#### **H-25.12.14 CONFIDENTIAL INFORMATION**

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA chapter 91-A: Access to Public Records and Meetings (see e.g. RSA chapter 91-A: 5 Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and Review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

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This Contract Agreement, Appendix H: *State of New Hampshire Terms and Conditions* - Section H-25.12.14: *Confidential Information* shall survive the termination or conclusion of a Contract.

#### **H-25.12.14 DATA BREACH**

In the event of a Data Breach, the Vendor shall comply with provisions of NH RSA chapter 359C:20.

### **H-25.13 PRICING**

#### **H-25.13.1 ACTIVITIES/DELIVERABLES/MILESTONES DATES AND PRICING**

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

#### **H-25.13.2 SOFTWARE LICENSING, MAINTENANCE, ENHANCEMENTS, AND SUPPORT PRICING**

The Vendor must provide the minimum Software support and Services through Software Licensing, maintenance, Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

For Software Licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: *Pricing Worksheets*, under Table F-4: *Software Licensing, Maintenance, and Support Pricing Worksheet*, and Table F-5: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*.

#### **H-25.13.3 INVOICING**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

#### **H-25.13.4 OVERPAYMENTS TO THE VENDOR**

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

#### **H-25.13.5 CREDITS**

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

#### **H-25.13.6 RECORDS RETENTION AND ACCESS REQUIREMENTS**

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access

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requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

#### **H-25.13.7 ACCOUNTING REQUIREMENTS**

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

#### **H-25.14 TERMINATION**

This section H-25.14 shall survive termination or Contract Conclusion.

##### **H-25.14.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of the Vendor shall constitute an Event of Default hereunder ("Event of Default"):

- a. Failure to perform the Services satisfactorily or on Schedule;
- b. Failure to submit any report required; and/or
- c. To perform any other covenant, term or condition of the Contract.

Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser Specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its

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sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both;

- b. Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both; and
- e. Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

In the Event of Default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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 to the State. This covenant shall survive termination or Contract Conclusion.

#### **H-25.14.2 TERMINATION FOR CONVENIENCE**

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*.

During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

#### **H-25.14.3 TERMINATION FOR CONFLICT OF INTEREST**

The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

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In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

#### **H-25.14.4 TERMINATION PROCEDURE**

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Vendor has surrendered to the State all said property.

#### **H-25.15 LIMITATION OF LIABILITY**

##### **H-25.15.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

##### **H-25.15.2 THE VENDOR**

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation*. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in Appendix H: *State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation, and Appendix H: State of New*

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*Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Sections 13: Indemnification, and confidentiality obligations in Section H-25.12.14: Confidential Information, and Data Breach obligations in Section H-25.12.15: Data Breach which shall be unlimited.*

**H-25.15.3 STATE'S IMMUNITY**

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 to the State. This covenant shall survive termination or Contract Conclusion.

**H.25.15.4 SURVIVAL**

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract Conclusion.

**H-25.16 CHANGE OF OWNERSHIP**

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

**H-25.17 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer; assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an Event of Default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date . In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any Event of Default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**H-25.18 DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

**H-25.19 VENUE AND JURISDICTION**

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.



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**H-25.20 PROJECT HOLDBACK**

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H: *State of New Hampshire Terms and Conditions - Section H-25.10.1: Warranty Period*.

**H-25.21 ESCROW OF CODE**

Vendor will enter into a source and configuration code escrow Agreement, with a State approved escrow agent. The proposed escrow Agreement shall be submitted with the Vendor's Proposal for Review by the State. The escrow Agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. The Vendor has made an assignment for the benefit of creditors;
- b. The Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets;
- d. The Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. Vendor defaults under the Contract; or
- f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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